

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.003 Single Premium
Product Name: Stable Voyage - MGIR/APR 2012
Project Name/Number: Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012

General Information

Project Name: Stable Voyage - MGIR/APR 2012 Status of Filing in Domicile: Pending
Project Number: Stable Voyage - MGIR/APR 2012 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 11/30/2012
State Status Changed: 11/30/2012
Deemer Date: Created By: Mary Ellen Smith
Submitted By: Mary Ellen Smith Corresponding Filing Tracking Number:

Filing Description:

RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850
Form #SPFA11.1: Individual Fixed Deferred Annuity Contract
Form #SPFA11-SCH-SV.1: Contract Schedule

The captioned revised forms, posted under the Form Schedule tab, are being submitted for your approval. These forms will be issued to new contract owners only on a going forward basis and will replace, effective upon approval and implementation, Individual Fixed Deferred Annuity Contract SPFA11 and Contract Schedule SPFA11-SCH-SV approved January 18, 2011 (MASS-126823253 and State Tracking Number 47132).

Please be advised that no additional changes to the captioned contract documents have been made other than the modifications described in the paragraph below and the new form numbers and current dating in the contract owner specific data.

We have modified the captioned contract documents in two main respects.

- The Minimum Guaranteed Interest Rate on page 4A of the captioned contract schedule form has been revised to 0.50% and will be set initially at contract issue for the life of the contract. We added two provisions to the schedule, the Guaranteed Minimum Surrender Value and the Guaranteed Minimum Surrender Value Factor, calculated using the NAIC model index methodology, which will essentially act as a measure against the Contract Value or Contract Withdrawal Value determined at time of total withdrawal, death or annuitization, as applicable, to meet compliance with the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.
- The assumptions underlying the Fixed Annuity Rates have been updated and moved from the previously-approved contract to the revised captioned contract schedule. The rate tables, and any references thereto, which were displayed in the previously-approved contract, have been removed.

Please note that we have submitted a revision of the previously-approved Unisex Annuity Rates Rider MUFA10-UR that was used with this product for approval under MASS-128749069. Once the revised MUFA10-UR.1 rider with the rate tables and references thereto removed has been approved, it will also be used, as applicable, with the captioned contract and contract schedule for this product.

An actuarial memorandum which supports the Minimum Guaranteed Interest Rate change and the Fixed Annuity Rates change which will be administered in a non-discriminatory manner has been posted under the Supporting Documentation tab. In no event will the rate displayed cause the surrender values to be less than the nonforfeiture requirements of your state.

The material that is bracketed is intended to be illustrative and variable, and may be modified on a non-discriminatory basis.

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.003 Single Premium
Product Name: Stable Voyage - MGIR/APR 2012
Project Name/Number: Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012

Please note that we have submitted a separate Statement of Variables under the Supporting Documentation tab for each captioned form, with the contract schedule statement reflecting the Minimum Guaranteed Interest Rate and Fixed Annuity Rates changes noted above.

Also posted under the Supporting Documentation tab is the Readability Certification applicable to this filing.

For your reference, highlighted versions of the changes in the captioned forms have been attached under the Supporting Documentation tab.

At some point in the future, our Company may decide to change the policy print system that currently generates the above referenced contract documents. In this event, it is our understanding that certain print functions pertaining to a new policy print system may slightly alter the appearance and pagination but not the text of the policy form.

If you have any questions regarding this filing, please call me at 1-800-234-5606, ext. 24865. We would appreciate approval of these forms at your earliest convenience.

Company and Contact

Filing Contact Information

Mary Ellen Smith, Compliance Consultant msmith7@MassMutual.com
 1295 STATE STREET 800-234-5606 [Phone] 24865 [Ext]
 M258
 SPRINGFIELD, MA 01111-0001

Filing Company Information

Massachusetts Mutual Life Insurance Company	CoCode: 65935	State of Domicile:
1295 State Street	Group Code: 435	Massachusetts
MIP: M381	Group Name:	Company Type:
Springfield, MA 01111	FEIN Number: 04-1590850	State ID Number:
(800) 767-1000 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$75.00
Retaliatory?	Yes
Fee Explanation:	Our state of domicile is Massachusetts and the retaliatory fee is \$75.00 per form filing which is inclusive of schedule forms.
Per Company:	No

Company	Amount	Date Processed	Transaction #
Massachusetts Mutual Life Insurance Company	\$75.00	11/26/2012	65154270
Massachusetts Mutual Life Insurance Company	\$25.00	11/26/2012	65183666

State:	Arkansas	Filing Company:	Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	Stable Voyage - MGIR/APR 2012		
Project Name/Number:	Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/30/2012	11/30/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/26/2012	11/26/2012

Response Letters

Responded By	Created On	Date Submitted
Mary Ellen Smith	11/26/2012	11/26/2012

State:	Arkansas	Filing Company:	Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	Stable Voyage - MGIR/APR 2012		
Project Name/Number:	Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012		

Disposition

Disposition Date: 11/30/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variables		Yes
Supporting Document	Reference Documents with Changes Tracked		Yes
Form	Individual Fixed Deferred Annuity Contract		Yes
Form	Contract Schedule		Yes

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.003 Single Premium
Product Name: Stable Voyage - MGIR/APR 2012
Project Name/Number: Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/26/2012
Submitted Date	11/26/2012
Respond By Date	12/26/2012

Dear Mary Ellen Smith,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additinal \$25.00 is received.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.003 Single Premium
Product Name: Stable Voyage - MGIR/APR 2012
Project Name/Number: Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/26/2012
Submitted Date	11/26/2012

Dear Linda Bird,

Introduction:

Thank you for letting us know about the fee.

Response 1

Comments:

We submitted the additional \$25.00 and will mark our records of the revised fee. We apologize for our error.

Related Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additinal \$25.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you.

Sincerely,

Mary Ellen Smith

State: Arkansas

Filing Company:

Massachusetts Mutual Life Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name: Stable Voyage - MGIR/APR 2012

Project Name/Number: Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012

Form Schedule

Lead Form Number:

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Individual Fixed Deferred Annuity Contract	SPFA11.1	POL	Revised	Previous Filing Number:	MASS-126823253 and State Tracking Number 47132	45.000	SPFA11.1 Generic SV Contract 11-2012.pdf
						Replaced Form Number:	SPFA11		
2		Contract Schedule	SPFA11-SCH-SV.1	SCH	Revised	Previous Filing Number:	MASS-126823253 and State Tracking Number 47132		SPFA11-SCH-SV.1 Generic SV Schedule 11-2012.pdf
						Replaced Form Number:	SPFA11-SCH-SV		

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

Massachusetts Mutual Life Insurance Company (Company) will make Annuity Payments in accordance with the provisions of this Contract.

This Contract is issued by the Company at its Home Office, [1295 State Street, Springfield, Massachusetts 01111-0001], on the Issue Date. This Contract is issued in exchange for the payment of the Purchase Payment. The Company may be contacted by phone at [1-800-272-2216] or by means of the Company website at [www.massmutual.com].

RIGHT TO EXAMINE CONTRACT: The Contract Owner has the right to return this Contract. This Contract may be returned to the Company for any reason within ten (10) calendar days, [or thirty (30) calendar days if this Contract is replacing another annuity contract or life insurance policy,] after its receipt by the Contract Owner. It may be returned by delivering or mailing it to the Company at our Service Center or to the Agent who sold it. When this Contract is received by the Company, it will be voided as if it had never been in force. Upon its return, the Company will refund the Purchase Payment, reduced by any amounts withdrawn, within seven (7) calendar days after receipt of this Contract by the Company at our Service Center.

**THIS IS A LEGAL CONTRACT BETWEEN
THE CONTRACT OWNER AND THE COMPANY**

READ YOUR CONTRACT CAREFULLY

 [SECRETARY]  [PRESIDENT]

INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT

- **THIS CONTRACT IS NON-PARTICIPATING.**
- **ANNUITY PAYMENTS WILL BECOME PAYABLE ON THE ANNUITY DATE.**
- **THIS CONTRACT PROVIDES A DEATH BENEFIT.**
- **THIS CONTRACT PROVIDES WAIVER OF SURRENDER CHARGE BENEFITS.**

TABLE OF CONTENTS

CONTRACT SCHEDULE	4
DEFINITIONS	5
PURCHASE PAYMENT PROVISIONS	7
PURCHASE PAYMENT	7
GUARANTEE PERIOD PROVISIONS	7
GUARANTEED INTEREST RATE	7
GUARANTEE PERIOD	7
WINDOW PERIOD	7
RENEWAL NOTIFICATION AND ELECTION OF SUBSEQUENT GUARANTEE PERIOD	7
WITHDRAWAL PROVISIONS	8
WITHDRAWAL	8
SURRENDER CHARGE	8
SUSPENSION OR DEFERRAL OF PAYMENTS	9
DEATH BENEFIT PROVISIONS	9
DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD	9
DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD	9
DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD	9
DEATH BENEFIT PAYOUT OPTIONS DURING THE ACCUMULATION PERIOD	9
PAYMENT OF DEATH BENEFIT	10
DEATH OF CONTRACT OWNER DURING THE ANNUITY PERIOD	10
DEATH OF ANNUITANT DURING THE ANNUITY PERIOD	10
BENEFICIARY	10
CHANGE OF BENEFICIARY	11
ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS	11
ANNUITANT	11
CONTRACT OWNER	11
JOINT CONTRACT OWNERS	11
ASSIGNMENT OF THE CONTRACT	11
GENERAL PROVISIONS	12
THE CONTRACT	12
CONTRACT CHANGES BY THE COMPANY	12
CONTRACT CHANGES BY THE CONTRACT OWNER	12
CONTRACT TERMINATION	12
INCONTESTABILITY	13
MISSTATEMENT OF AGE OR SEX	13
NON-BUSINESS DAYS	13
NON-PARTICIPATING CONTRACT	13
PREMIUM AND OTHER TAXES	13
PROTECTION OF PROCEEDS	13
REGULATORY REQUIREMENTS	13
REPORTS	13

ANNUITY PROVISIONS	14
ANNUITY GUIDELINES	14
ANNUITY PAYMENTS	14
FIXED ANNUITY RATE GUARANTEE	14
ANNUITY OPTIONS	15
Annuity Option A - Life Income	15
Annuity Option B - Life Income with Period Certain	15
Annuity Option C - Joint and Last Survivor Annuity	15
Annuity Option D - Joint and Last Survivor Annuity with Period Certain	15
Annuity Option E - Joint and 2/3 Survivor Annuity	15
Annuity Option F - Joint and 2/3 Survivor Annuity with Period Certain	15
Annuity Option G - Period Certain Annuity	16

INSERT SCHEDULE PAGES 4A+ HERE

DEFINITIONS

ACCUMULATION PERIOD. The period prior to the application of the entire Contract Value to provide Annuity Payments under this Contract.

AGE. The actual age of any Contract Owner or Annuitant. If this Contract is owned by a non-natural person, then age shall mean the actual age of the Annuitant.

ANNUAL CONTRACT MAINTENANCE CHARGE. The Company reserves the right to deduct an Annual Contract Maintenance Charge from the Contract Value or Annuity Payments to reimburse it for expenses relating to the maintenance of this Contract. The Annual Contract Maintenance Charge is shown on the Contract Schedule.

ANNUITANT. The primary person upon whose life Annuity Payments are to be made. The term Annuitant shall also include the Joint Annuitant.

ANNUITY DATE. The date on which the Contract Owner elects to begin receiving Annuity Payments. The latest date on which this election may be made is shown as the Latest Permitted Annuity Date on the Contract Schedule.

ANNUITY PAYMENTS. The series of payments that will be made pursuant to any Annuity Option elected.

ANNUITY OPTIONS. Options available for Annuity Payments.

ANNUITY PERIOD. The period which begins on the Annuity Date and ends with the last Annuity Payment.

BENEFICIARY. The person(s) or entity(ies) designated to receive the Death Benefit provided by this Contract.

CONTRACT ANNIVERSARY. An anniversary of the Issue Date of this Contract.

CONTRACT OWNER. The person(s) or entity entitled to the ownership rights stated in this Contract. The term Contract Owner shall also include the Joint Contract Owner.

CONTRACT SCHEDULE DATE. The effective date of any Contract Schedule. A Contract Schedule bearing the latest Contract Schedule Date will supersede all previous Contract Schedules.

CONTRACT VALUE. The Contract Value on the Contract Issue Date is equal to the Net Purchase Payment. On any day after the Contract Issue Date, it is the Net Purchase Payment increased by interest credited, less any amounts previously withdrawn, and less any charges previously deducted. The Contract Value that is shown on the Contract Schedule is as of that Contract Schedule Date.

CONTRACT WITHDRAWAL VALUE. The Contract Withdrawal Value is the Contract Value as of the date a Written Request for a withdrawal is received less any applicable Premium Taxes not previously deducted, less applicable charges, if any, less the Surrender Charge, if any, less any Purchase Payment credited to this Contract that has not cleared the bank upon which the Purchase Payment is drawn.

CONTRACT YEAR. The first Contract Year is the annual period which begins on the Issue Date. Subsequent Contract Years begin on each anniversary of the Issue Date.

FIXED ANNUITY. A series of payments made during the Annuity Period which are guaranteed as to dollar amount by the Company.

GUARANTEE PERIOD. A period of time offered by the Company during which a specified interest rate is in effect for a specified duration.

ISSUE DATE. The date on which this Contract became effective, as shown on the Contract Schedule.

NET PURCHASE PAYMENT. The Purchase Payment less any Premium Tax, if applicable.

PREMIUM TAX. A tax imposed by certain states and other jurisdictions when a Purchase Payment is made, when Annuity Payments begin, or when this Contract is surrendered.

PURCHASE PAYMENT. During the Accumulation Period, the total payment(s) made by or on behalf of the Contract Owner with respect to this Contract.

RENEWAL DATE. The first day of each subsequent Guarantee Period.

REQUIRED MINIMUM DISTRIBUTION (RMD). A Required Minimum Distribution (RMD) is any distribution that must be distributed to the Contract Owner or plan participant pursuant to Internal Revenue Code sections 401(a)(9), 403(b)(10), 408(b)(3) or 408A(c). Required Minimum Distributions are generally required to begin by April 1st of the year after a participant attains age 70 ½, or for some qualified plans, the year of retirement, if later.

SERVICE CENTER. The office shown on the Contract Schedule, or other location(s) specified by the Company to which notices, requests and the Purchase Payment must be sent.

WINDOW PERIOD. The last thirty (30) calendar days of an existing Guarantee Period.

WRITTEN NOTICE. A written communication or instruction sent by the Company to the Contract Owner. Any notice that the Company sends to the Contract Owner will be sent to the Contract Owner's last known address, unless the Contract Owner requests otherwise via Written Request. The Contract Owner must promptly provide the Company with notice of any Contract Owner address change.

WRITTEN REQUEST. A written communication or instruction sent by the Contract Owner to the Company. A Written Request must be in a form satisfactory to the Company, and must be received by our Service Center.

PURCHASE PAYMENT PROVISIONS

PURCHASE PAYMENT. The minimum and maximum requirements for the Purchase Payment are shown on the Contract Schedule. The Company reserves the right to reject a payment not conforming to the requirements set forth in the Contract Schedule or not complying with any state or federal regulatory requirements.

All payments made under this Contract within sixty (60) calendar days of all necessary paperwork being received at the Service Center, in a form satisfactory to the Company, will be considered part of the Purchase Payment. All payment(s) must be identified at the time of application for this Contract. This Contract is issued in consideration of the Purchase Payment Received shown on the Contract Schedule. Any additional payments received within the sixty (60) calendar day period will be added to this Contract and become part of the Purchase Payment. The Guaranteed Interest Rate shown on the Contract Schedule will be credited to such payments beginning on the date of receipt. Any additional payments received after the sixty (60) day period has elapsed will not be accepted.

GUARANTEE PERIOD PROVISIONS

GUARANTEED INTEREST RATE. The Guaranteed Interest Rate is the interest rate that will be credited during the Guarantee Period. This rate will not change during the Guarantee Period. The Guaranteed Interest Rate, applicable to the Contract Value, will be listed on the Contract Schedule.

The Company guarantees that the interest credited to this Contract will not be less than the Minimum Guaranteed Interest Rate as shown on the Contract Schedule. Interest is credited daily.

GUARANTEE PERIOD. The initial Guarantee Period elected by the Contract Owner will begin on the Guarantee Period Start Date and will continue for the duration of the Guarantee Period shown on the Contract Schedule.

Subsequent Guarantee Periods, for renewal purposes, will be declared by the Company and may or may not include previously offered Guarantee Periods. The Company reserves the right to offer alternative Guarantee Periods in the future.

For each subsequent Guarantee Period, the Company will issue a new Contract Schedule with a revised Contract Schedule Date showing the new Guaranteed Interest Rate, Guarantee Period, and Guarantee Period Start Date.

A new Surrender Charge Schedule will commence for each subsequent Guarantee Period of longer than one (1) year as shown on the Contract Schedule.

WINDOW PERIOD. During each Window Period, the Contract Owner may elect to renew the Contract Value into a subsequent Guarantee Period, or withdraw all or a portion of the Contract Value, or annuitize the Contract.

RENEWAL NOTIFICATION AND ELECTION OF SUBSEQUENT GUARANTEE PERIOD. The Company will notify the Contract Owner of Guarantee Periods available for renewal in advance of the Renewal Date. At least one Guarantee Period will be made available to the Contract Owner. The following options are available to the Contract Owner during the Window Period:

1. Subject to availability, renew into a Guarantee Period of longer than one (1) year from any of the Guarantee Periods then being offered by submitting a Written Request during the Window Period. The Guaranteed Interest Rate will be determined as the greater of the rate on the first day of the Window Period or the rate on the Renewal Date.
2. Renew into a one (1) year Guarantee Period by submitting a Written Request during the Window Period. The Guaranteed Interest Rate will be the rate on the Renewal Date.
3. Withdraw all or a portion of the Contract Value without a Surrender Charge.
4. Annuitize the Contract Value without a Surrender Charge.

If no affirmative action is taken by the Contract Owner during the Window Period, the Company will automatically renew the Contract Value into a one (1) year Guarantee Period effective on the Renewal Date. The Guaranteed Interest Rate for the one (1) year Guarantee Period will be the rate on the Renewal Date.

The Contract Owner cannot renew the Contract Value into a Guarantee Period greater than one (1) year if that period would extend beyond the Latest Permitted Annuity Date shown on the Contract Schedule.

WITHDRAWAL PROVISIONS

WITHDRAWAL. During the Accumulation Period, the Contract Owner may, upon Written Request, make a partial or total withdrawal of the Contract Withdrawal Value.

Each partial withdrawal must be for an amount which is not less than the Minimum Partial Withdrawal Amount shown on the Contract Schedule. The Contract Value which must remain in this Contract after a partial withdrawal is shown on the Contract Schedule. The Company reserves the right to limit the number of partial withdrawals that can be made from a Contract to one (1) per Contract Year upon sixty (60) days advance Written Notice to the Contract Owner. The current number of partial withdrawals permitted is shown on the Contract Schedule.

If the Contract Owner makes a total withdrawal of the Contract Withdrawal Value, this Contract will terminate. The Contract Withdrawal Value at the time of such total withdrawal will not be less than the Guaranteed Minimum Surrender Value which is determined in accordance with the provisions shown on the Contract Schedule.

The Company will pay the amount of any withdrawal within seven (7) calendar days of receipt of a request in a form satisfactory to the Company unless the Suspension or Deferral of Payments provision is in effect.

Any withdrawal may have tax consequences. Please consult your tax advisor.

SURRENDER CHARGE. A Surrender Charge may be deducted in the event of a partial or total withdrawal of the Contract Value. The Free Withdrawal Amount or withdrawals taken during a Window Period are not subject to a Surrender Charge. The Surrender Charge and Free Withdrawal Amounts provisions are shown on the Contract Schedule.

SUSPENSION OR DEFERRAL OF PAYMENTS. The Company reserves the right to suspend or postpone payments for a partial or total withdrawal for a period of up to six (6) months, subject to State Insurance Department approval, if applicable.

DEATH BENEFIT PROVISIONS

DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD. Upon the death of any Contract Owner, the Death Benefit will be paid to the Beneficiary. If there are Joint Contract Owners, the surviving Contract Owner will be treated as the primary Beneficiary and will be entitled to receive the Death Benefit proceeds under this Contract. Any other Beneficiary designation on record at the time of death will be treated as a contingent Beneficiary.

A Beneficiary may request that the Death Benefit be paid using one of the Death Benefit payout options shown in the Death Benefit Payout Options During the Accumulation Period section.

If the sole primary Beneficiary is the spouse of the Contract Owner as defined under federal law, he or she may elect to continue this Contract in accordance with Section 72(s)(3) of the Internal Revenue Code (IRC) at the then current Death Benefit Amount in his or her own name and exercise all the Contract Owner's rights under this Contract. If the sole primary Beneficiary is the same sex spouse, domestic partner, or civil union partner, as defined under applicable state laws, he or she may elect to continue this Contract as described herein. Since federal tax law defines a spouse as a person of the opposite sex who is a husband or a wife, a same sex spouse, domestic partner, or civil union partner who elects to continue this Contract must still meet the distribution requirements of Section 72(s) of the IRC. In order to meet these requirements, the amount of any gain in this Contract will become subject to income tax at the time the election to continue this Contract is made. The right to continue this Contract by a surviving spouse can only be exercised once while this Contract is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD. Upon the death of the Annuitant, who is not a Contract Owner, during the Accumulation Period, the Contract Owner may designate a new Annuitant, subject to the Company's underwriting rules then in effect. If no designation is made within thirty-one (31) calendar days after the Company receives notification of the death of the Annuitant, the Contract Owner will become the Annuitant.

Upon the death of the Annuitant during the Accumulation Period where the Contract Owner is a non-natural person, such death will be treated as the death of the Contract Owner and a new Annuitant may not be designated.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD. The Death Benefit during the Accumulation Period will be the greater of the Contract Value or the Guaranteed Minimum Surrender Value determined in accordance with the provisions shown on the Contract Schedule as of the date the Company receives both due proof of death and an election of the payment method.

DEATH BENEFIT PAYOUT OPTIONS DURING THE ACCUMULATION PERIOD. A non-spousal Beneficiary must elect the Death Benefit to be paid under one of the following options in the event of the death of the Contract Owner during the Accumulation Period:

Option 1 - lump sum payment of the Death Benefit; or

Option 2 - payment of the entire Death Benefit within 5 years of the date of the death of the Contract Owner; or

Option 3 - payment of the Death Benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Contract Owner or any Joint Contract Owner.

Under Option 1, the amount will be paid within seven (7) calendar days of receipt of proof of death and the election of a payment method, unless the Suspension or Deferral of Payments provision is in effect.

Any portion of the Death Benefit not applied to Option 3 within one year of the date of the Contract Owner's death must be distributed within five years of the date of death.

A Beneficiary's right to elect a Death Benefit payout option may have been restricted by the Contract Owner. If so, such rights or options will not be available to the Beneficiary.

A spouse, who is the sole primary Beneficiary, may elect to continue this Contract in his or her own name as described herein, or elect Option 1, Option 2, or Option 3 as shown in this section.

PAYMENT OF DEATH BENEFIT. The Company will require due proof of death before any Death Benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. a certified decree of a court of competent jurisdiction as to the finding of death; or
3. any other proof satisfactory to the Company.

All Death Benefits will be paid in accordance with applicable laws or regulations governing Death Benefit payments.

DEATH OF CONTRACT OWNER DURING THE ANNUITY PERIOD. Upon the death of any Contract Owner, who is not an Annuitant, during the Annuity Period, the surviving Contract Owner will retain the ownership of this Contract. If there is no surviving Contract Owner, the Beneficiary will become the Contract Owner. Any remaining Annuity Payments under the Annuity Option elected will continue to be paid at least as rapidly as under the method of distribution in effect at such Contract Owner's death.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD. Upon the death of any Annuitant during the Annuity Period, the Death Benefit, if any, will be determined based on the Annuity Option elected. Death Benefits will continue to be paid at least as rapidly as under the method of distribution in effect at such Annuitant's death. Upon the death of the last surviving Annuitant during the Annuity Period, any remaining payment under the elected Annuity Option will be paid to the Beneficiary. At this time, the Contract Owner loses all rights to this Contract.

BENEFICIARY. The Beneficiary designation in effect on the Issue Date will remain in effect until changed. Unless the Contract Owner provides otherwise, the Death Benefit will be paid in equal shares as follows:

1. to the primary Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none
2. to the contingent Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none

3. to the Contract Owner, if the Contract is owned by a non-natural person; or to the estate of the Contract Owner, if the Contract is naturally owned.

The Beneficiary may be designated as an irrevocable Beneficiary. A change of an irrevocable Beneficiary requires the consent of that irrevocable Beneficiary. If an irrevocable Beneficiary is designated, the Contract Owner retains all other contractual rights.

CHANGE OF BENEFICIARY. The Contract Owner may change the primary Beneficiary or contingent Beneficiary, subject to the approval of any irrevocable Beneficiary. The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

ANNUITANT. The Annuitant is the person on whose life Annuity Payments are based. The Annuitant is the person designated as such by the Contract Owner on the Issue Date, unless changed prior to the Annuity Date. This Contract cannot have more than two (2) Annuitants. The Annuitant may not be changed in a Contract which is owned by a non-natural person. Any change of an Annuitant is subject to the Company's underwriting rules then in effect, and must be made by Written Request. The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request.

CONTRACT OWNER. The Contract Owner has all rights under this Contract unless limited by an assignment or by the designation of an irrevocable Beneficiary. The Contract Owner is designated as such on the Issue Date, unless changed.

The Contract Owner may change owners at any time prior to the Annuity Date by Written Request. However, the Contract Owner may not change owners without the Company's approval. The Company will refuse any requested change on a non-discriminatory basis only if it is for the purpose of selling the annuity contract to a third party in a secondary or institutional market. Any change of Owner is also subject to the Company's underwriting rules then in effect.

The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request. A change of Contract Owner allowed by the Company will automatically revoke any prior designation of Contract Owner.

JOINT CONTRACT OWNERS. This Contract can be owned by Joint Contract Owners for non-qualified Contracts only. If this Contract is owned by Joint Contract Owners, the Age of the oldest Joint Contract Owner will be used to determine all applicable benefits. Both Joint Contract Owner's authorization will be required to exercise any contractual right. This Contract cannot be jointly owned by an individual and a non-natural person or by more than two individuals.

ASSIGNMENT OF THE CONTRACT. This Contract may not be assigned without the Company's approval. The Company will refuse any request to assign this Contract on a non-discriminatory basis only if it is for the purpose of selling the annuity contract to a third party in a secondary or institutional market.

To apply for Company approval of any assignment, a Written Request by the Contract Owner specifying the terms of an assignment of this Contract must be provided to our Service Center. Until the Written

Request is received, the Company will not be required to take notice of or be responsible for any transfer of interest in this Contract by assignment, agreement, or otherwise.

The Company will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the Death Benefit has become payable will be valid only with the Company's consent.

If this Contract is assigned, the Contract Owner's rights may only be exercised with the consent of the assignee of record.

GENERAL PROVISIONS

THE CONTRACT. The entire Contract consists of this Contract and any riders, amendments, or endorsements attached to this Contract.

CONTRACT CHANGES BY THE COMPANY. The Company reserves the right to amend this Contract to meet the requirements of any applicable federal or state laws or regulations, or as otherwise provided in this Contract. The Company will notify the Contract Owner by Written Notice of such amendments.

Any changes to this Contract by the Company must be signed by an authorized officer of the Company. Agents of the Company have no authority to alter, modify or waive any of the provisions of this Contract.

CONTRACT CHANGES BY THE CONTRACT OWNER. The Contract Owner may, in accordance with the provisions of this Contract, by Written Request:

1. change the Contract Owner;
2. change the Beneficiary; or
3. change the Annuitant, prior to the Annuity Date, except that the Annuitant may not be changed in a Contract which is owned by a non-natural person.

Changes to the Contract Owner or Annuitant are also subject to the Company's underwriting rules then in effect. Any of these changes will take effect on the date the Written Request is signed by the Contract Owner, subject to any payments made or actions taken by the Company prior to the Company's receipt of the Written Request.

The Company will not be responsible for the tax consequences of any Contract Owner change.

CONTRACT TERMINATION. This Contract will terminate upon the occurrence of any of the following events:

1. the date of the last Annuity Payment;
2. the date payment is made of the entire Contract Withdrawal Value;
3. the date of the last Death Benefit payment; or
4. the date this Contract is returned under the Right to Examine Contract provision.

INCONTESTABILITY. The Company cannot contest this Contract during the lifetime of the Contract Owner or Annuitant after it has been in force for a period of two (2) years from the Issue Date.

MISSTATEMENT OF AGE OR SEX. If the Annuitant's Age or sex has been incorrectly stated, the Annuity Payment(s) payable will be that which the Contract Value, adjusted by any applicable Premium Tax, Annual Contract Maintenance Charge, and Surrender Charge, would have purchased at the correct Age and sex. After correction, the Annuitant will receive the sum of any underpayments made by the Company within thirty-one (31) calendar days. The amount of any overpayments made by the Company will be charged against the Annuity Payment(s) following the correction. Any overpayments/underpayments on account of misstatement of Age or sex shall be charged/credited against the Annuity Payment(s) after the correction with interest at a rate not to exceed the maximum rate as specified by the state in which this Contract is issued. For any other Contract feature for which Age or sex has been incorrectly stated, such Contract feature will be adjusted to reflect the correct Age and sex.

NON-BUSINESS DAYS. If the due date for any activity required by this Contract falls on a day for which the Company is not open for business, performance of such activity will be rendered on the first business day following such due date.

NON-PARTICIPATING CONTRACT. This Contract is non-participating and will not share in any surplus earnings of the Company. No dividends are payable on this Contract.

PREMIUM AND OTHER TAXES. Any Premium Taxes or other taxes relating to this Contract may be deducted from the Purchase Payments or Contract Value. The Company may pay such Premium Taxes when due and deduct that amount from the Contract Value at a later date.

The Company will deduct any withholding taxes required by applicable law.

PROTECTION OF PROCEEDS. To the extent permitted by law, all payments under this Contract shall be free from legal process and the claim of any creditor if the person is entitled to them under this Contract. No payment and no amount under this Contract can be taken or assigned in advance of its payment date unless the Company receives the Contract Owner's written consent.

REGULATORY REQUIREMENTS. All values payable under this Contract will not be less than the minimum benefits required by the laws and regulations of the state in which this Contract is issued.

REPORTS. Each year the Company will provide, free of charge, to the Contract Owner a report detailing the status of this Contract, and any other information required under state or federal law. Such report, which shall be mailed by the Company within four (4) months of its preparation, shall include the following information:

1. The beginning and end dates of the current report period;
2. The Contract Value, if any, at the beginning of the current report period and at the end of the current report period;
3. The amounts that have been credited or debited to this Contract during the current report period, including the Purchase Payment, interest credits, expense charges, partial withdrawal amounts and withdrawal charges, if any; and
4. The Contract Withdrawal Value, if any, at the end of the current report period.

Additional status reports may be made available to the Contract Owner upon Written Request, subject to the maximum Additional Status Report Charge shown on the Contract Schedule.

ANNUITY PROVISIONS

ANNUITY GUIDELINES. The Latest Permitted Annuity Date shown on the Contract Schedule is the latest date at which the Contract Owner may elect an Annuity Option under this Contract to begin receiving Annuity Payments. The Contract Owner may elect to receive Annuity Payments at an earlier date, subject to the Annuity Guideline Parameters shown on the Contract Schedule, by contacting our Service Center. The following guidelines apply to the election of an Annuity Option:

1. The Contract Owner may elect to have all or part of the Contract Value applied to provide a Fixed Annuity which provides for Annuity Payments that do not fluctuate. The Annuity Payments shall be determined by applying guaranteed annuity purchase rates, which are based on the assumptions shown on the Contract Schedule under the Fixed Annuity Rates section, to the amount to be applied to the Annuity Option elected by the Contract Owner.
2. The amount applied to an Annuity Option on the Annuity Date is equal to the Contract Value adjusted by any applicable Premium Tax, Annual Contract Maintenance Charge, and Surrender Charge, if any, shown on the Contract Schedule. If the full Contract Value is applied to an Annuity Option and the Guaranteed Minimum Surrender Value, as determined in accordance with the provisions shown on the Contract Schedule, is greater, the amount applied on the Annuity Date is equal to the Guaranteed Minimum Surrender Value, adjusted for any applicable Premium Tax and Annual Contract Maintenance Charge.
3. The minimum amount that may be applied under any Annuity Option, and the minimum Annuity Payment allowed, are shown on the Contract Schedule in the Annuity Guideline Parameters.
4. If an Annuity Option has not been elected before the Latest Permitted Annuity Date, the Company will make Annuity Payments under Annuity Option B, with ten (10) years of Annuity Payments guaranteed.

ANNUITY PAYMENTS. Annuity Payments will be payable monthly except as otherwise agreed to by the Contract Owner and the Company. The Annuity Option and frequency of Annuity Payments may not be changed by the Contract Owner after Annuity Payments begin. The payee of the Annuity Payments shall be the Contract Owner unless otherwise specified.

If the amount of the Annuity Payment will depend on the Age or sex of the Annuitant, the Company reserves the right to ask for satisfactory proof of the Annuitant's (and Joint Annuitant's, if any) Age and sex. The Company reserves the right to delay Annuity Payments until acceptable proof is received.

FIXED ANNUITY RATE GUARANTEE. The Company guarantees, as of the Contract Issue Date, that the annuity purchase rates used to calculate the Annuity Payments will not be affected by variations in mortality experience.

ANNUITY OPTIONS. The Contract Owner may choose fixed Annuity Payments under any of the Annuity Options described in this section. The Company may consent to other Annuity Options in addition to those described.

The following Annuity Options are available:

Annuity Option A - Life Income

Annuity Payments will be made for the life of the Annuitant. Annuity Payments cease upon the death of the Annuitant.

Annuity Option B - Life Income with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If the Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining guaranteed Annuity Payments commuted and paid in a lump sum.

Annuity Option C - Joint and Last Survivor Annuity

Annuity Payments will be made for the life of the Annuitant and Joint Annuitant. If either the Annuitant or Joint Annuitant dies, Annuity Payments will continue to be paid in the same amount for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.

Annuity Option D - Joint and Last Survivor Annuity with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant and Joint Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If either Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid to the surviving Annuitant at the same frequency then in effect until at least the end of the Period Certain. If both Annuitants die before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining guaranteed Annuity Payments commuted and paid in a lump sum.

Annuity Option E - Joint and 2/3 Survivor Annuity

Annuity Payments will be made for the life of the Annuitant and Joint Annuitant. At the death of either Annuitant, Annuity Payments will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.

Annuity Option F - Joint and 2/3 Survivor Annuity with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant and Joint Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If either Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid to the surviving Annuitant at the same frequency and amount then in effect until the end of the Period Certain and then will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. If either Annuitant dies after the

end of the Period Certain elected, Annuity Payments will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. If both Annuitants die before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency and amount then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining Period Certain Annuity Payments commuted and paid in a lump sum.

Annuity Option G - Period Certain Annuity

Annuity Payments will be made for a guaranteed period (Period Certain). Annuity Payments cease at the end of the Period Certain elected which must be at least five (5) years and cannot be more than thirty (30) years. If the Annuitant dies before the end of the Period Certain, Annuity Payments will continue to be paid at the same frequency and amount then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining Period Certain Annuity Payments commuted and paid in a lump sum

INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT

- **THIS CONTRACT IS NON-PARTICIPATING.**
- **ANNUITY PAYMENTS WILL BECOME PAYABLE ON THE ANNUITY DATE.**
- **THIS CONTRACT PROVIDES A DEATH BENEFIT.**
- **THIS CONTRACT PROVIDES WAIVER OF SURRENDER CHARGE BENEFITS.**

CONTRACT SCHEDULE

Contract Number: [] **Latest Permitted Annuity Date:** [04/01/2067]

Issue Date: [04/01/2013] **Contract Schedule Date:** [04/01/2013]

Eligibility Date for Waiver of Surrender Charge Under Nursing Home and Hospital Withdrawal Benefit Rider and Terminal Illness Withdrawal Benefit Rider: [04/01/2014]

Contract Owner: [John Doe]

Age and Sex: [35 Male]

Joint Contract Owner: [Jane Doe] [None]

Age and Sex: [35 Female]

Annuitant: [John Doe]

Age and Sex: [35 Male]

Joint Annuitant: [Jane Doe] [None]

Age and Sex: [35 Female]

Beneficiary: As designated by the Contract Owner at the Issue Date, or as otherwise changed or provided in accordance with this Contract.

Product Version: [MassMutual Stable VoyageSM]

Purchase Payment Received: [\$10,000.00]

Contract Value as of Contract Schedule Date: [\$10,000.00]

Guaranteed Interest Rate: [2.10%]

Guarantee Period: [Seven (7) years]

Guarantee Period Start Date: [04/01/2013]

Minimum Guaranteed Interest Rate: [0.50%]

GUARANTEED MINIMUM SURRENDER VALUE: The Guaranteed Minimum Surrender Value is equal to [eighty-seven and one half percent (87.5%)] of the Purchase Payment, minus any withdrawals made, both accumulated at the Guaranteed Minimum Surrender Value Factor, compounded annually, as determined under the Contract. For purposes of this calculation, any amount applied to a partial or full annuitization is treated as a withdrawal.

GUARANTEED MINIMUM SURRENDER VALUE FACTOR: The Guaranteed Minimum Surrender Value Factor is used to determine the Guaranteed Minimum Surrender Value. The Guaranteed Minimum Surrender Value Factor is [1.00 - 3.00%] [as of the Issue Date of this Contract and is applicable for the life of the Contract]. The Guaranteed Minimum Surrender Value Factor [is determined] based on the following Index methodology:

1. For all Contracts issued from January 1 through June 30, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of September of the preceding year, rounded up to the nearest one-quarter of a percent;

For all Contracts issued from July 1 through December 31, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of March of the same year, rounded up to the nearest one-quarter of a percent;

2. Reduced by 1.25%;
3. Where the resulting interest rate is not less than 1.00% nor more than 3.00%.

If the Treasury Constant Maturity Series becomes unavailable, the Company will adopt a comparable index. If a comparable index is not available, the Company will replicate calculation of the Treasury Constant Maturity Series index based on U.S. Treasury Security coupon rates.

In no event will the Guaranteed Minimum Surrender Value Factor be used in determining the interest credited to the Contract Value.

PURCHASE PAYMENT: The Purchase Payment received must be at least [\$10,000.00] for both qualified and non-qualified Contracts. This may consist of a monetary payment or a combination of a monetary payment and exchange/transfer paperwork for transferred assets. The amount shown as the Purchase Payment Received is as of the Contract Schedule Date shown on the first page of this Contract Schedule.

PURCHASE PAYMENT LIMITS: The maximum Purchase Payment allowed is [\$1,500,000.00]. Any Purchase Payment above this amount must be pre-approved by the Company.

GUARANTEED INTEREST RATES: The Purchase Payment received will be credited with interest daily at the effective annual Guaranteed Interest Rate until the end of the Guarantee Period. The Guaranteed Interest Rate, which is set by the Company for each Guarantee Period, will never be less than the Minimum Guaranteed Interest Rate for that Guarantee Period.

For each subsequent Guarantee Period, the Company will issue a new Contract Schedule with a revised Contract Schedule Date showing the new Guaranteed Interest Rate, Guarantee Period, and Guarantee Period Start Date.

MINIMUM PARTIAL WITHDRAWAL AMOUNT: [\$250.00]

MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL: [\$7,500.00], provided that no Annuity Option is in effect at that time. The Company will terminate this Contract and return the Contract Value if, after a partial withdrawal, the minimum Contract Value requirements are not met.

CURRENT NUMBER OF PARTIAL WITHDRAWALS PERMITTED: [Thirteen (13)] per Contract Year.

ANNUAL CONTRACT MAINTENANCE CHARGE: Currently, an Annual Contract Maintenance Charge [is not assessed under this Contract]. The maximum Annual Contract Maintenance Charge that may be assessed is \$50.00.

ADDITIONAL STATUS REPORT CHARGE: The maximum Additional Status Report Charge that may be assessed is \$25.00 for each additional status report requested.

SURRENDER CHARGE: A Surrender Charge may be assessed against the amount of the Contract Value withdrawn [or applied to Annuity Option G if the Period Certain is less than ten (10) years] in

excess of any Free Withdrawal Amounts. The charge, which is calculated at the time of each withdrawal or annuitization, is based on the applicable Surrender Charge Schedule.

A Surrender Charge does not apply for any withdrawals or annuitizations made during a Window Period or one (1) year Guarantee Period. The initial Surrender Period applies to the Guarantee Period elected at Contract Issue. The subsequent Surrender Period applies upon renewal into a subsequent Guarantee Period longer than one (1) year. The Surrender Charge Schedule, as shown on the next page, will always equal the length of the Guarantee Period.

Initial Surrender and Guarantee Period	Surrender Charge by Contract Year								
	1	2	3	4	5	6	7	8	9
[5-Year	7%	7%	7%	6%	5%				
7-Year	7%	7%	7%	6%	5%	4%	3%		
9-Year	7%	7%	7%	6%	5%	4%	3%	2%	1%]

Subsequent Surrender and Guarantee Period	Surrender Charge by Contract Year								
	1	2	3	4	5	6	7	8	9
[1-Year	0%								
5-Year	6%	6%	6%	5%	4%				
7-Year	6%	6%	6%	5%	4%	3%	2%		
9-Year	6%	6%	6%	5%	4%	3%	2%	1%	1%]

Example: If a seven (7) year initial Guarantee Period is in effect, the Surrender Charge and Guarantee Period would terminate at the end of that seven-year initial Surrender Period. If a subsequent Guarantee Period of five (5) years is elected, the Surrender Charge and Guarantee Period would terminate at the end of that five-year subsequent Surrender Period.

FREE WITHDRAWAL AMOUNTS: Free Withdrawal Amounts are permitted during each Contract Year without the application of a Surrender Charge.

During the first Contract Year, the Contract Owner may withdraw as Free Withdrawal Amounts the Required Minimum Distribution (RMD) calculated under this Contract or up to a total of ten percent (10%) of the Contract Value, determined as of the date a Written Request for such withdrawal is received at our Service Center, whichever is greater.

During each subsequent Contract Year, the Contract Owner may withdraw as Free Withdrawal Amounts the RMD calculated under this Contract or up to a total of ten percent (10%) of the Contract Value, as determined at the end of the last business day of the previous Contract Year, whichever is greater.

To qualify as Free Withdrawal Amounts, RMDs under this Contract are subject to the following conditions:

- The RMD amount must be calculated using only the assets held under this Contract;
- The RMD must be for the current calendar year; and
- In any one Contract Year, RMD withdrawals for only a single calendar year can be taken.

Any unused Free Withdrawal Amounts during any particular Contract Year may not be carried over to the succeeding Contract Year.

Free Withdrawal Amounts, with the exception of RMDs under this Contract, are subject to the Minimum Contract Value After Partial Withdrawal requirements as shown in this Contract Schedule.

ANNUITY GUIDELINE PARAMETERS:

1. The Contract Owner can elect to annuitize earlier than the Latest Permitted Annuity Date shown on this Contract Schedule; however any partial or total annuitization cannot be earlier than [five (5) years] after the Issue Date.
2. The Latest Permitted Annuity Date shown on this Contract Schedule is the later of:
 - (a) ten (10) years after the Issue Date; or
 - (b) the ninetieth (90th) birthday of either the Annuitant, the Joint Annuitant, the Contract Owner, or the Joint Contract Owner, whichever occurs first.
3. If the amount to be applied under an Annuity Option is less than [\$10,000], the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual, or annual Annuity Payments or to provide an equivalent cash lump sum. The Company reserves the right to limit the number of partial annuitizations to a maximum of one (1) per Contract Year.

FIXED ANNUITY RATES:

The assumptions for determining the Fixed Annuity rates are:

1. The [2012 Individual Annuity Mortality (IAM)] mortality table, [projected to the year 2052 with 100% of Projection Scale G2 for both males and females], applies to all Annuity Options which include life contingent payments. Where applicable, unisex mortality rates and projection factors are based on a [30%/70%] male/female weighting. [A five-year age setback will be applied in all instances.]
2. The Annuity Option rates are based on an effective annual interest rate of [0.10%].

If the single premium immediate annuity rates offered by the Company and designated by the Company for this purpose on the Annuity Date are more favorable than the minimum guaranteed annuity payout rates for this Contract, those rates will be used.

RIDERS:

[Nursing Home and Hospital Withdrawal Benefit Rider]
 [Terminal Illness Withdrawal Benefit Rider]
 [Individual Retirement Annuity Rider]
 [Roth Individual Retirement Annuity Rider]
 [Qualified Plan Rider]
 [Unisex Annuity Rates Rider]

SERVICE CENTER:

Massachusetts Mutual Life Insurance Company
[Service Center
P.O. Box 9067
Springfield, MA 01102-9067]
Telephone: [1-800-272-2216]

State:	Arkansas	Filing Company:	Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	Stable Voyage - MGIR/APR 2012		
Project Name/Number:	Stable Voyage - MGIR/APR 2012 /Stable Voyage - MGIR/APR 2012		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Please see attached Readability Certification. This form has been signed by the Director of Annuity State Filing who has specific delegation by the Chief Executive Officer of our Company to sign such certifications.		
Attachment(s):			
AR Readability Certificate.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variables		
Comments:	Please see the attached Statement of Variables for each submitted form. The Contract Schedule Description is highlighted to reflect the Minimum Guaranteed Interest Rate and Fixed Annuity Rates changes that are the focus of this filing.		
Attachment(s):			
Stable Voyage Generic Contract SOV 11-2012.pdf			
Stable Voyage Generic Schedule SOV 11-2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Reference Documents with Changes Tracked		
Comments:	Please see attached reference copies of submitted forms with changes marked.		
Attachment(s):			
SPFA11.1 Generic SV Contract Tracked Changes Reference Copy.pdf			
SPFA11-SCH-SV.1 Generic SV Schedule Tracked Changes Reference Copy.pdf			

CERTIFICATION OF READABILITY

Arkansas

NEW POLICY FORMS	Form #	Flesch Readability Score
Contract**	SPFA11.1	45.0
**Per A.C.A. § 23-80-206(b)(3)(A), the text in the Contract Schedule specifications pages (SPFA11-SCH-SV.1) was not included in the scoring.		

I certify to the best of my knowledge and belief, the above-referenced forms meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations in the state of Arkansas.

Massachusetts Mutual Life Insurance Company

(Company)



(Signature)

Sharon R. Wheeler

(Name)

Director

(Title)

November 20, 2012

(Date)

STATEMENT OF VARIABLES

November 2012

Massachusetts Mutual Life Insurance Company Individual Fixed Deferred Annuity Contract SPFA11.1

The material that is bracketed in the captioned Contract document is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. Below is an explanation of the variable sections.

Form Page #	Provision with Brackets	Description
1	Company Contact Information	<i>The Company address, phone number, and website address are bracketed to allow for possible future change to this contact information.</i>
1	Right to Examine Contract	<i>The bracketed text will vary only on a state-by-state basis as follows:</i> <ul style="list-style-type: none">• <i>to indicate a replacement free look period different than 30 days; or</i>• <i>by removing the bracketed language, to indicate that a replacement free look period is not applicable.</i> <i>In no event will the free look refund period or amount be less than that required by the state in which the contract is issued.</i>
1	Officer Signatures and Titles	<i>The officers' signatures are bracketed to allow for future variability, and the titles, "Secretary" and "President" are bracketed to allow for future change in the titles of the officers authorized to sign the contract rider documents.</i>

STATEMENT OF VARIABLES

November 2012

Massachusetts Mutual Life Insurance Company Individual Fixed Deferred Annuity Contract Schedule SPFA11-SCH-SV.1

The material that is bracketed in the captioned contract schedule is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. Below is an explanation of the variable sections. **The bracketed sections of the Contract Schedule are detailed below. Please note that the majority of this bracketing on the Contract Schedule was previously approved. The changes relative to this filing regarding the Minimum Guaranteed Interest Rate and the Fixed Annuity Rates are noted below as “Revised” or “New Provision”.**

Form Page #	Provision with Brackets	Description
4A	Contract Owner Specific Information	<i>There are thirteen items which will detail contract specific information; these fields have been completed with “John Doe” information.</i>
4A	Product Version	<i>The product name is displayed within brackets to allow for future revision.</i>
4A	Purchase Payment Received	<i>The actual Purchase Payment received will be displayed.</i>
4A	Contract Value as of Contract Schedule Date	<i>The actual Contract Value as of the latest Contract Schedule Date will be displayed.</i>
4A	Guaranteed Interest Rate	<i>We will display the current interest rate which will be in effect for the duration of the selected Guarantee Period.</i>
4A	Guarantee Period	<i>We will offer initial Guarantee Periods of 5, 7 and 9-year durations which may vary prospectively within a range of 1-10 years. Renewal Guarantee Periods are subject to availability – there will always be at least one Guarantee Period made available prior to renewal.</i>
4A	Guarantee Period Start Date	<i>The beginning date of the initial Guarantee Period will be shown. Upon renewal into a subsequent Guarantee Period, a new Contract Schedule will be issued with the new Guarantee Period Start Date.</i>
4A	Minimum Guaranteed Interest Rate (Revised)	<i>In this section the initial Minimum Guaranteed Interest Rate, which will be effective for the life of the contract, is displayed in brackets as “0.50%”. This minimum rate may be changed for future issues only within a range of 0.25% to 3.00%. It should be</i>

		<p><i>noted that values accumulated at the Minimum Guaranteed Interest Rate will always be measured against the Guaranteed Minimum Surrender Value shown below to meet nonforfeiture standards.</i></p>
4A	Guaranteed Minimum Surrender Value (New provision)	<p><i>The Guaranteed Minimum Surrender Value is equal to eighty-seven and one half percent (87.5%) of the Purchase Payment, minus any withdrawals made, both accumulated at the Guaranteed Minimum Surrender Value Factor, compounded annually, as determined under the Contract. The bracketed eighty-seven and one half percent (87.5%) may vary prospectively within a range of 87.5%-100% for future issues only, based on possible changes in nonforfeiture standards.</i></p>
4A	Guaranteed Minimum Surrender Value Factor (New provision)	<p><i>The rate shown to determine the factor is bracketed since it will be determined in accordance with the NAIC model index and therefore may vary between 1.00% and 3.00%.</i></p> <p><i>The Guaranteed Minimum Surrender Value Factor is initially determined “as of the Issue Date of this Contract and is applicable for the life of the Contract”. This language is bracketed to allow for redetermination for future issues only. The applicable language, in that case, is that the Guaranteed Minimum Surrender Value Factor is “for the Guarantee Period, and will be redetermined at the beginning of each subsequent Guarantee Period.”</i></p> <p><i>Within the statement that “The Guaranteed Minimum Surrender Value Factor is determined based on the following Index methodology”, the words “is determined” are bracketed to allow for a change for future issues only to “is determined for the initial Guarantee Period”.</i></p> <p><i>If redetermination is allowed for future issues only, an additional paragraph would be included in the Guaranteed Minimum Surrender Value Factor section to outline the methodology for redetermining the factor, as follows:</i></p> <p><i>“The Guaranteed Minimum Surrender Value Factor will be redetermined for a subsequent Guarantee Period based on the following Index methodology:</i></p> <ol style="list-style-type: none"> <i>1. For all Contracts for which a subsequent Guarantee Period becomes effective from January 1 through June 30, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of September of the preceding year, rounded up to the nearest one-quarter of a percent;</i>

		<p>2. For all Contracts for which a subsequent Guarantee Period becomes effective from July 1 through December 31, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of March of the same year, rounded up to the nearest one-quarter of a percent;</p> <p>3. Reduced by 1.25%;</p> <p>4. Where the resulting interest rate is not less than 1.00% nor more than 3.00%.”</p> <p><i>In no event will the rate displayed cause the surrender values to be less than the Non-forfeiture requirements of the state in which the contract is issued.</i></p>
4B	PURCHASE PAYMENT	<i>The bracketed \$10,000.00 minimum amount that is currently displayed may vary within the range of \$2,000 - \$50,000 for future issues only.</i>
4B	PURCHASE PAYMENT LIMITS	<i>The bracketed \$1,500,000.00 maximum that is currently displayed may vary within the range of \$500,000 - \$3,000,000 for future issues only.</i>
4B	MINIMUM PARTIAL WITHDRAWAL AMOUNT	<i>The bracketed \$250.00 minimum that is currently displayed may vary within the range of \$250.00 - \$1,000.00 for future issues only.</i>
4B	MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL	<i>The bracketed \$7,500.00 minimum that is currently displayed may vary within the range of \$2000 - \$25,000 for future issues only.</i>
4B	CURRENT NUMBER OF PARTIAL WITHDRAWALS PERMITTED	<i>The bracketed Thirteen (13) maximum that is currently displayed may vary within the range of 1 – 20 for future issues only.</i>
4B	ANNUAL CONTRACT MAINTENANCE CHARGE	<i>Regarding this charge, we bracketed “is not assessed under this Contract” since we will not be implementing this product with a charge; however, if a charge is instituted for future issues only, the alternate language will be “of \$XX.XX will be deducted on the last day of each Contract Year”. Such charge would not exceed the \$50.00 maximum stated in the Contract Schedule.</i>

4B	SURRENDER CHARGE	<i>Regarding the bracketed wording currently displayed that a Surrender Charge may be applied to Annuity Option G if the Period Certain is less than ten (10) years, the alternative would be that the charge would not apply for future issues and therefore the bracketed language would not appear.</i>
4C	SURRENDER CHARGE TABLES	<i>Both the initial Surrender Charge schedule and subsequent Surrender Charge schedule for all available Guarantee Periods will print in each Contract Schedule upon issue. This will provide the Contract Owner with a comparison of charges between the initial and renewal Guarantee Periods and thus better inform the renewal process. The Guarantee Periods and accompanying Surrender Charges within the table are bracketed to allow for variability only in the Guarantee Periods being offered; the surrender charge percentages are not subject to variability.</i>
4D	ANNUITY GUIDELINES PARAMETERS	<p><i>The bracketed five(5) year partial or total annuitization currently displayed may vary within the range of 5 – 10 years for future issues.</i></p> <p><i>The bracketed \$10,000 minimum amount to be applied under an Annuity Option which is currently displayed may vary within the range of \$2,000 - \$25,000 for future issues.</i></p>
4D	FIXED ANNUITY RATES (New provision)	<p><i>Regarding the actuarial assumptions which are displayed within bracketing in this section, the bracketed items may be changed on a non-discriminatory basis for future issues within the ranges or parameters provided.</i></p> <p><u>Assumption Variability</u></p> <ul style="list-style-type: none"> • Within the first assumption: <ul style="list-style-type: none"> • the current 2012 Individual Annuity Mortality (IAM) mortality table is bracketed. Any changes to the mortality table, for future issues only, would conform to future Society of Actuaries official individual annuity tables. • The phrase “projected to the year 2052 with 100% of Projection Scale G2 for both males and females” is bracketed to allow for future changes to the factoring year, the percentage and the projection scale for new issues only. Any changes to the projection scales would conform to Society of Actuaries official individual annuity projections scales. • “projection factors are based on a 30%/70% male/female weighting.” The range of changes for the bracketed percentages would be 50%/50% to 20%/80%.

<p>4D</p> <p>4D</p>	<p>RIDERS</p> <p>SERVICE CENTER</p>	<ul style="list-style-type: none"> • The statement that “A five-year age setback will be applied in all instances” is bracketed to allow for changes, for future issues only, within a range of 0 years, in which case the statement would not appear, to a maximum 10-year setback. • Within the second assumption, the Annuity Options rates are based on an effective annual bracketed interest rate of 0.10%. The rate may vary, for future issues only, within the range of 0.10% to 3.00% <p><i>This field will display the rider names as applicable.</i></p> <p><i>This will allow for future address changes and telephone number changes of our Service Center.</i></p>
-----------------------------------	---	---

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

Massachusetts Mutual Life Insurance Company (Company) will make Annuity Payments in accordance with the provisions of this Contract.

This Contract is issued by the Company at its Home Office, [1295 State Street, Springfield, Massachusetts 01111-0001], on the Issue Date. This Contract is issued in exchange for the payment of the Purchase Payment. The Company may be contacted by phone at [1-800-272-2216] or by means of the Company website at [www.massmutual.com].

RIGHT TO EXAMINE CONTRACT: The Contract Owner has the right to return this Contract. This Contract may be returned to the Company for any reason within ten (10) calendar days, [or thirty (30) calendar days if this Contract is replacing another annuity contract or life insurance policy,] after its receipt by the Contract Owner. It may be returned by delivering or mailing it to the Company at our Service Center or to the Agent who sold it. When this Contract is received by the Company, it will be voided as if it had never been in force. Upon its return, the Company will refund the Purchase Payment, reduced by any amounts withdrawn, within seven (7) calendar days after receipt of this Contract by the Company at our Service Center.

**THIS IS A LEGAL CONTRACT BETWEEN
THE CONTRACT OWNER AND THE COMPANY**

READ YOUR CONTRACT CAREFULLY

 [SECRETARY]  [PRESIDENT]

INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT

- **THIS CONTRACT IS NON-PARTICIPATING.**
- **ANNUITY PAYMENTS WILL BECOME PAYABLE ON THE ANNUITY DATE.**
- **THIS CONTRACT PROVIDES A DEATH BENEFIT.**
- **THIS CONTRACT PROVIDES WAIVER OF SURRENDER CHARGE BENEFITS.**

TABLE OF CONTENTS

CONTRACT SCHEDULE	4
DEFINITIONS	5
PURCHASE PAYMENT PROVISIONS	7
PURCHASE PAYMENT	7
GUARANTEE PERIOD PROVISIONS	7
GUARANTEED INTEREST RATE	7
GUARANTEE PERIOD	7
WINDOW PERIOD	7
RENEWAL NOTIFICATION AND ELECTION OF SUBSEQUENT GUARANTEE PERIOD	7
WITHDRAWAL PROVISIONS	8
WITHDRAWAL	8
SURRENDER CHARGE	8
SUSPENSION OR DEFERRAL OF PAYMENTS	89
DEATH BENEFIT PROVISIONS	9
DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD	9
DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD	9
DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD	9
DEATH BENEFIT PAYOUT OPTIONS DURING THE ACCUMULATION PERIOD	9
PAYMENT OF DEATH BENEFIT	10
DEATH OF CONTRACT OWNER DURING THE ANNUITY PERIOD	10
DEATH OF ANNUITANT DURING THE ANNUITY PERIOD	10
BENEFICIARY	10
CHANGE OF BENEFICIARY	11
ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS	11
ANNUITANT	11
CONTRACT OWNER	11
JOINT CONTRACT OWNERS	11
ASSIGNMENT OF THE CONTRACT	11
GENERAL PROVISIONS	12
THE CONTRACT	12
CONTRACT CHANGES BY THE COMPANY	12
CONTRACT CHANGES BY THE CONTRACT OWNER	12
CONTRACT TERMINATION	12
INCONTESTABILITY	123
MISSTATEMENT OF AGE OR SEX	13
NON-BUSINESS DAYS	13
NON-PARTICIPATING CONTRACT	13
PREMIUM AND OTHER TAXES	13
PROTECTION OF PROCEEDS	13
REGULATORY REQUIREMENTS	13
REPORTS	13

ANNUITY PROVISIONS	14
ANNUITY GUIDELINES	14
ANNUITY PAYMENTS	14
FIXED ANNUITY RATE GUARANTEE	14
ANNUITY OPTIONS	145
Annuity Option A - Life Income	145
Annuity Option B - Life Income with Period Certain	15
Annuity Option C - Joint and Last Survivor Annuity	15
Annuity Option D - Joint and Last Survivor Annuity with Period Certain	15
Annuity Option E - Joint and 2/3 Survivor Annuity	15
Annuity Option F - Joint and 2/3 Survivor Annuity with Period Certain	15
Annuity Option G - Period Certain Annuity	16
ANNUITY RATES	17
FIXED ANNUITY RATES	17
Fixed Annuity Rates Table 1	18
Fixed Annuity Rates Table 2	19
Fixed Annuity Rates Table 3	20
Fixed Annuity Rates Table 4	21

INSERT SCHEDULE PAGES 4A+ HERE

DEFINITIONS

ACCUMULATION PERIOD. The period prior to the application of the entire Contract Value to provide Annuity Payments under this Contract.

AGE. The actual age of any Contract Owner or Annuitant. If this Contract is owned by a non-natural person, then age shall mean the actual age of the Annuitant.

ANNUAL CONTRACT MAINTENANCE CHARGE. The Company reserves the right to deduct an Annual Contract Maintenance Charge from the Contract Value or Annuity Payments to reimburse it for expenses relating to the maintenance of this Contract. The Annual Contract Maintenance Charge is shown on the Contract Schedule.

ANNUITANT. The primary person upon whose life Annuity Payments are to be made. The term Annuitant shall also include the Joint Annuitant.

ANNUITY DATE. The date on which the Contract Owner elects to begin receiving Annuity Payments. The latest date on which this election may be made is shown as the Latest Permitted Annuity Date on the Contract Schedule.

ANNUITY PAYMENTS. The series of payments that will be made pursuant to any Annuity Option elected.

ANNUITY OPTIONS. Options available for Annuity Payments.

ANNUITY PERIOD. The period which begins on the Annuity Date and ends with the last Annuity Payment.

BENEFICIARY. The person(s) or entity(ies) designated to receive the Death Benefit provided by this Contract.

CONTRACT ANNIVERSARY. An anniversary of the Issue Date of this Contract.

CONTRACT OWNER. The person(s) or entity entitled to the ownership rights stated in this Contract. The term Contract Owner shall also include the Joint Contract Owner.

CONTRACT SCHEDULE DATE. The effective date of any Contract Schedule. A Contract Schedule bearing the latest Contract Schedule Date will supersede all previous Contract Schedules.

CONTRACT VALUE. The Contract Value on the Contract Issue Date is equal to the Net Purchase Payment. On any day after the Contract Issue Date, it is the Net Purchase Payment increased by interest credited, less any amounts previously withdrawn, and less any charges previously deducted. The Contract Value that is shown on the Contract Schedule is as of that Contract Schedule Date.

CONTRACT WITHDRAWAL VALUE. The Contract Withdrawal Value is the Contract Value as of the date a Written Request for a withdrawal is received less any applicable Premium Taxes not previously deducted, less applicable charges, if any, less the Surrender Charge, if any, less any Purchase Payment credited to this Contract that has not cleared the bank upon which the Purchase Payment is drawn.

CONTRACT YEAR. The first Contract Year is the annual period which begins on the Issue Date. Subsequent Contract Years begin on each anniversary of the Issue Date.

FIXED ANNUITY. A series of payments made during the Annuity Period which are guaranteed as to dollar amount by the Company.

GUARANTEE PERIOD. A period of time offered by the Company during which a specified interest rate is in effect for a specified duration.

ISSUE DATE. The date on which this Contract became effective, as shown on the Contract Schedule.

NET PURCHASE PAYMENT. The Purchase Payment less any Premium Tax, if applicable.

PREMIUM TAX. A tax imposed by certain states and other jurisdictions when a Purchase Payment is made, when Annuity Payments begin, or when this Contract is surrendered.

PURCHASE PAYMENT. During the Accumulation Period, the total payment(s) made by or on behalf of the Contract Owner with respect to this Contract.

RENEWAL DATE. The first day of each subsequent Guarantee Period.

REQUIRED MINIMUM DISTRIBUTION (RMD). A Required Minimum Distribution (RMD) is any distribution that must be distributed to the Contract Owner or plan participant pursuant to Internal Revenue Code sections 401(a)(9), 403(b)(10), 408(b)(3) or 408A(c). Required Minimum Distributions are generally required to begin by April 1st of the year after a participant attains age 70 ½, or for some qualified plans, the year of retirement, if later.

SERVICE CENTER. The office shown on the Contract Schedule, or other location(s) specified by the Company to which notices, requests and the Purchase Payment must be sent.

WINDOW PERIOD. The last thirty (30) calendar days of an existing Guarantee Period.

WRITTEN NOTICE. A written communication or instruction sent by the Company to the Contract Owner. Any notice that the Company sends to the Contract Owner will be sent to the Contract Owner's last known address, unless the Contract Owner requests otherwise via Written Request. The Contract Owner must promptly provide the Company with notice of any Contract Owner address change.

WRITTEN REQUEST. A written communication or instruction sent by the Contract Owner to the Company. A Written Request must be in a form satisfactory to the Company, and must be received by our Service Center.

PURCHASE PAYMENT PROVISIONS

PURCHASE PAYMENT. The minimum and maximum requirements for the Purchase Payment are shown on the Contract Schedule. The Company reserves the right to reject a payment not conforming to the requirements set forth in the Contract Schedule or not complying with any state or federal regulatory requirements.

All payments made under this Contract within sixty (60) calendar days of all necessary paperwork being received at the Service Center, in a form satisfactory to the Company, will be considered part of the Purchase Payment. All payment(s) must be identified at the time of application for this Contract. This Contract is issued in consideration of the Purchase Payment Received shown on the Contract Schedule. Any additional payments received within the sixty (60) calendar day period will be added to this Contract and become part of the Purchase Payment. The Guaranteed Interest Rate shown on the Contract Schedule will be credited to such payments beginning on the date of receipt. Any additional payments received after the sixty (60) day period has elapsed will not be accepted.

GUARANTEE PERIOD PROVISIONS

GUARANTEED INTEREST RATE. The Guaranteed Interest Rate is the interest rate that will be credited during the Guarantee Period. This rate will not change during the Guarantee Period. The Guaranteed Interest Rate, applicable to the Contract Value, will be listed on the Contract Schedule.

The Company guarantees that the interest credited to this Contract will not be less than the Minimum Guaranteed Interest Rate ~~for that Guarantee Period~~ as shown on the Contract Schedule. Interest is credited daily.

GUARANTEE PERIOD. The initial Guarantee Period elected by the Contract Owner will begin on the Guarantee Period Start Date and will continue for the duration of the Guarantee Period shown on the Contract Schedule.

Subsequent Guarantee Periods, for renewal purposes, will be declared by the Company and may or may not include previously offered Guarantee Periods. The Company reserves the right to offer alternative Guarantee Periods in the future.

For each subsequent Guarantee Period, the Company will issue a new Contract Schedule with a revised Contract Schedule Date showing the new Guaranteed Interest Rate, Guarantee Period, and Guarantee Period Start Date, ~~and the new Minimum Guaranteed Interest Rate applicable to such Guarantee Period.~~

A new Surrender Charge Schedule will commence for each subsequent Guarantee Period of longer than one (1) year as shown on the Contract Schedule.

WINDOW PERIOD. During each Window Period, the Contract Owner may elect to renew the Contract Value into a subsequent Guarantee Period, or withdraw all or a portion of the Contract Value, or annuitize the Contract.

RENEWAL NOTIFICATION AND ELECTION OF SUBSEQUENT GUARANTEE PERIOD. The Company will notify the Contract Owner of Guarantee Periods available for renewal in advance of the Renewal Date. At least one Guarantee Period will be made available to the Contract Owner. The following options are available to the Contract Owner during the Window Period:

1. Subject to availability, renew into a Guarantee Period of longer than one (1) year from any of the Guarantee Periods then being offered by submitting a Written Request during the Window Period. The Guaranteed Interest Rate will be determined as the greater of the rate on the first day of the Window Period or the rate on the Renewal Date.
2. Renew into a one (1) year Guarantee Period by submitting a Written Request during the Window Period. The Guaranteed Interest Rate will be the rate on the Renewal Date.
3. Withdraw all or a portion of the Contract Value without a Surrender Charge.
4. Annuitize the Contract Value without a Surrender Charge.

If no affirmative action is taken by the Contract Owner during the Window Period, the Company will automatically renew the Contract Value into a one (1) year Guarantee Period effective on the Renewal Date. The Guaranteed Interest Rate for the one (1) year Guarantee Period will be the rate on the Renewal Date.

The Contract Owner cannot renew the Contract Value into a Guarantee Period greater than one (1) year if that period would extend beyond the Latest Permitted Annuity Date shown on the Contract Schedule.

WITHDRAWAL PROVISIONS

WITHDRAWAL. During the Accumulation Period, the Contract Owner may, upon Written Request, make a partial or total withdrawal of the Contract Withdrawal Value.

Each partial withdrawal must be for an amount which is not less than the Minimum Partial Withdrawal Amount shown on the Contract Schedule. The Contract Value which must remain in this Contract after a partial withdrawal is shown on the Contract Schedule. The Company reserves the right to limit the number of partial withdrawals that can be made from a Contract to one (1) per Contract Year upon sixty (60) days advance Written Notice to the Contract Owner. The current number of partial withdrawals permitted is shown on the Contract Schedule.

If the Contract Owner makes a total withdrawal of the Contract Withdrawal Value, this Contract will terminate. The Contract Withdrawal Value at the time of such total withdrawal will not be less than the Guaranteed Minimum Surrender Value which is determined in accordance with the provisions shown on the Contract Schedule.

The Company will pay the amount of any withdrawal within seven (7) calendar days of receipt of a request in a form satisfactory to the Company unless the Suspension or Deferral of Payments provision is in effect.

Any withdrawal may have tax consequences. Please consult your tax advisor.

SURRENDER CHARGE. A Surrender Charge may be deducted in the event of a partial or total withdrawal of the Contract Value. The Free Withdrawal Amount or withdrawals taken during a Window Period are not subject to a Surrender Charge. The Surrender Charge and Free Withdrawal Amounts provisions are shown on the Contract Schedule.

SUSPENSION OR DEFERRAL OF PAYMENTS. The Company reserves the right to suspend or postpone payments for a partial or total withdrawal for a period of up to six (6) months, subject to State Insurance Department approval, if applicable.

DEATH BENEFIT PROVISIONS

DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD. Upon the death of any Contract Owner, the Death Benefit will be paid to the Beneficiary. If there are Joint Contract Owners, the surviving Contract Owner will be treated as the primary Beneficiary and will be entitled to receive the Death Benefit proceeds under this Contract. Any other Beneficiary designation on record at the time of death will be treated as a contingent Beneficiary.

A Beneficiary may request that the Death Benefit be paid using one of the Death Benefit payout options shown in the Death Benefit Payout Options During the Accumulation Period section.

If the sole primary Beneficiary is the spouse of the Contract Owner as defined under federal law, he or she may elect to continue this Contract in accordance with Section 72(s)(3) of the Internal Revenue Code (IRC) at the then current Death Benefit Amount in his or her own name and exercise all the Contract Owner's rights under this Contract. If the sole primary Beneficiary is the same sex spouse, domestic partner, or civil union partner, as defined under applicable state laws, he or she may elect to continue this Contract as described herein. Since federal tax law defines a spouse as a person of the opposite sex who is a husband or a wife, a same sex spouse, domestic partner, or civil union partner who elects to continue this Contract must still meet the distribution requirements of Section 72(s) of the IRC. In order to meet these requirements, the amount of any gain in this Contract will become subject to income tax at the time the election to continue this Contract is made. The right to continue this Contract by a surviving spouse can only be exercised once while this Contract is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD. Upon the death of the Annuitant, who is not a Contract Owner, during the Accumulation Period, the Contract Owner may designate a new Annuitant, subject to the Company's underwriting rules then in effect. If no designation is made within thirty-one (31) calendar days after the Company receives notification of the death of the Annuitant, the Contract Owner will become the Annuitant.

Upon the death of the Annuitant during the Accumulation Period where the Contract Owner is a non-natural person, such death will be treated as the death of the Contract Owner and a new Annuitant may not be designated.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD. The Death Benefit during the Accumulation Period will be the greater of the Contract Value or the Guaranteed Minimum Surrender Value determined in accordance with the provisions shown on the Contract Schedule ~~Contract Value determined~~ as of the date the Company receives both due proof of death and an election of the payment method.

DEATH BENEFIT PAYOUT OPTIONS DURING THE ACCUMULATION PERIOD. A non-spousal Beneficiary must elect the Death Benefit to be paid under one of the following options in the event of the death of the Contract Owner during the Accumulation Period:

Option 1 - lump sum payment of the Death Benefit; or

Option 2 - payment of the entire Death Benefit within 5 years of the date of the death of the Contract Owner; or

Option 3 - payment of the Death Benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Contract Owner or any Joint Contract Owner.

Under Option 1, the amount will be paid within seven (7) calendar days of receipt of proof of death and the election of a payment method, unless the Suspension or Deferral of Payments provision is in effect.

Any portion of the Death Benefit not applied to Option 3 within one year of the date of the Contract Owner's death must be distributed within five years of the date of death.

A Beneficiary's right to elect a Death Benefit payout option may have been restricted by the Contract Owner. If so, such rights or options will not be available to the Beneficiary.

A spouse, who is the sole primary Beneficiary, may elect to continue this Contract in his or her own name as described herein, or elect Option 1, Option 2, or Option 3 as shown in this section.

PAYMENT OF DEATH BENEFIT. The Company will require due proof of death before any Death Benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. a certified decree of a court of competent jurisdiction as to the finding of death; or
3. any other proof satisfactory to the Company.

All Death Benefits will be paid in accordance with applicable laws or regulations governing Death Benefit payments.

DEATH OF CONTRACT OWNER DURING THE ANNUITY PERIOD. Upon the death of any Contract Owner, who is not an Annuitant, during the Annuity Period, the surviving Contract Owner will retain the ownership of this Contract. If there is no surviving Contract Owner, the Beneficiary will become the Contract Owner. Any remaining Annuity Payments under the Annuity Option elected will continue to be paid at least as rapidly as under the method of distribution in effect at such Contract Owner's death.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD. Upon the death of any Annuitant during the Annuity Period, the Death Benefit, if any, will be determined based on the Annuity Option elected. Death Benefits will continue to be paid at least as rapidly as under the method of distribution in effect at such Annuitant's death. Upon the death of the last surviving Annuitant during the Annuity Period, any remaining payment under the elected Annuity Option will be paid to the Beneficiary. At this time, the Contract Owner loses all rights to this Contract.

BENEFICIARY. The Beneficiary designation in effect on the Issue Date will remain in effect until changed. Unless the Contract Owner provides otherwise, the Death Benefit will be paid in equal shares as follows:

1. to the primary Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none

2. to the contingent Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none

3. to the Contract Owner, if the Contract is owned by a non-natural person; or to the estate of the Contract Owner, if the Contract is naturally owned.

The Beneficiary may be designated as an irrevocable Beneficiary. A change of an irrevocable Beneficiary requires the consent of that irrevocable Beneficiary. If an irrevocable Beneficiary is designated, the Contract Owner retains all other contractual rights.

CHANGE OF BENEFICIARY. The Contract Owner may change the primary Beneficiary or contingent Beneficiary, subject to the approval of any irrevocable Beneficiary. The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

ANNUITANT. The Annuitant is the person on whose life Annuity Payments are based. The Annuitant is the person designated as such by the Contract Owner on the Issue Date, unless changed prior to the Annuity Date. This Contract cannot have more than two (2) Annuitants. The Annuitant may not be changed in a Contract which is owned by a non-natural person. Any change of an Annuitant is subject to the Company's underwriting rules then in effect, and must be made by Written Request. The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request.

CONTRACT OWNER. The Contract Owner has all rights under this Contract unless limited by an assignment or by the designation of an irrevocable Beneficiary. The Contract Owner is designated as such on the Issue Date, unless changed.

The Contract Owner may change owners at any time prior to the Annuity Date by Written Request. However, the Contract Owner may not change owners without the Company's approval. The Company will refuse any requested change on a non-discriminatory basis only if it is for the purpose of selling the annuity contract to a third party in a secondary or institutional market. Any change of Owner is also subject to the Company's underwriting rules then in effect.

The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request. A change of Contract Owner allowed by the Company will automatically revoke any prior designation of Contract Owner.

JOINT CONTRACT OWNERS. This Contract can be owned by Joint Contract Owners for non-qualified Contracts only. If this Contract is owned by Joint Contract Owners, the Age of the oldest Joint Contract Owner will be used to determine all applicable benefits. Both Joint Contract Owner's authorization will be required to exercise any contractual right. This Contract cannot be jointly owned by an individual and a non-natural person or by more than two individuals.

ASSIGNMENT OF THE CONTRACT. This Contract may not be assigned without the Company's approval. The Company will refuse any request to assign this Contract on a non-discriminatory basis only if it is for the purpose of selling the annuity contract to a third party in a secondary or institutional market.

To apply for Company approval of any assignment, a Written Request by the Contract Owner specifying the terms of an assignment of this Contract must be provided to our Service Center. Until the Written Request is received, the Company will not be required to take notice of or be responsible for any transfer of interest in this Contract by assignment, agreement, or otherwise.

The Company will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the Death Benefit has become payable will be valid only with the Company's consent.

If this Contract is assigned, the Contract Owner's rights may only be exercised with the consent of the assignee of record.

GENERAL PROVISIONS

THE CONTRACT. The entire Contract consists of this Contract and any riders, amendments, or endorsements attached to this Contract.

CONTRACT CHANGES BY THE COMPANY. The Company reserves the right to amend this Contract to meet the requirements of any applicable federal or state laws or regulations, or as otherwise provided in this Contract. The Company will notify the Contract Owner by Written Notice of such amendments.

Any changes to this Contract by the Company must be signed by an authorized officer of the Company. Agents of the Company have no authority to alter, modify or waive any of the provisions of this Contract.

CONTRACT CHANGES BY THE CONTRACT OWNER. The Contract Owner may, in accordance with the provisions of this Contract, by Written Request:

1. change the Contract Owner;
2. change the Beneficiary; or
3. change the Annuitant, prior to the Annuity Date, except that the Annuitant may not be changed in a Contract which is owned by a non-natural person.

Changes to the Contract Owner or Annuitant are also subject to the Company's underwriting rules then in effect. Any of these changes will take effect on the date the Written Request is signed by the Contract Owner, subject to any payments made or actions taken by the Company prior to the Company's receipt of the Written Request.

The Company will not be responsible for the tax consequences of any Contract Owner change.

CONTRACT TERMINATION. This Contract will terminate upon the occurrence of any of the following events:

1. the date of the last Annuity Payment;
2. the date payment is made of the entire Contract Withdrawal Value;
3. the date of the last Death Benefit payment; or
4. the date this Contract is returned under the Right to Examine Contract provision.

INCONTESTABILITY. The Company cannot contest this Contract during the lifetime of the Contract Owner or Annuitant after it has been in force for a period of two (2) years from the Issue Date.

MISSTATEMENT OF AGE OR SEX. If the Annuitant's Age or sex has been incorrectly stated, the Annuity Payment(s) payable will be that which the Contract Value, adjusted by any applicable Premium Tax, Annual Contract Maintenance Charge, and Surrender Charge, would have purchased at the correct Age and sex. After correction, the Annuitant will receive the sum of any underpayments made by the Company within thirty-one (31) calendar days. The amount of any overpayments made by the Company will be charged against the Annuity Payment(s) following the correction. Any overpayments/underpayments on account of misstatement of Age or sex shall be charged/credited against the Annuity Payment(s) after the correction with interest at a rate not to exceed the maximum rate as specified by the state in which this Contract is issued. For any other Contract feature for which Age or sex has been incorrectly stated, such Contract feature will be adjusted to reflect the correct Age and sex.

NON-BUSINESS DAYS. If the due date for any activity required by this Contract falls on a day for which the Company is not open for business, performance of such activity will be rendered on the first business day following such due date.

NON-PARTICIPATING CONTRACT. This Contract is non-participating and will not share in any surplus earnings of the Company. No dividends are payable on this Contract.

PREMIUM AND OTHER TAXES. Any Premium Taxes or other taxes relating to this Contract may be deducted from the Purchase Payments or Contract Value. The Company may pay such Premium Taxes when due and deduct that amount from the Contract Value at a later date.

The Company will deduct any withholding taxes required by applicable law.

PROTECTION OF PROCEEDS. To the extent permitted by law, all payments under this Contract shall be free from legal process and the claim of any creditor if the person is entitled to them under this Contract. No payment and no amount under this Contract can be taken or assigned in advance of its payment date unless the Company receives the Contract Owner's written consent.

REGULATORY REQUIREMENTS. All values payable under this Contract will not be less than the minimum benefits required by the laws and regulations of the state in which this Contract is issued.

REPORTS. Each year the Company will provide, free of charge, to the Contract Owner a report detailing the status of this Contract, and any other information required under state or federal law. Such report, which shall be mailed by the Company within four (4) months of its preparation, shall include the following information:

1. The beginning and end dates of the current report period;
2. The Contract Value, if any, at the beginning of the current report period and at the end of the current report period;
3. The amounts that have been credited or debited to this Contract during the current report period, including the Purchase Payment, interest credits, expense charges, partial withdrawal amounts and withdrawal charges, if any; and
4. The Contract Withdrawal Value, if any, at the end of the current report period.

Additional status reports may be made available to the Contract Owner upon Written Request, subject to the maximum Additional Status Report Charge shown on the Contract Schedule.

ANNUITY PROVISIONS

ANNUITY GUIDELINES. The Latest Permitted Annuity Date shown on the Contract Schedule is the latest date at which the Contract Owner may elect an Annuity Option under this Contract to begin receiving Annuity Payments. The Contract Owner may elect to receive Annuity Payments at an earlier date, subject to the Annuity Guideline Parameters shown on the Contract Schedule, by contacting our Service Center. The following guidelines apply to the election of an Annuity Option:

1. The Contract Owner may elect to have all or part of the Contract Value applied to provide a Fixed Annuity which provides for Annuity Payments that do not fluctuate. The Annuity Payments shall be determined by applying guaranteed the Annuity Purchase Rates, which are based on the assumptions shown on the Contract Schedule under the ~~shown in the~~ Fixed Annuity Rates section, ~~Tables included in this Contract~~ to the amount to be applied to the Annuity Option elected by the Contract Owner.
2. The amount applied to an Annuity Option on the Annuity Date is equal to the Contract Value adjusted by any applicable Premium Tax, Annual Contract Maintenance Charge, and Surrender Charge, if any, shown on the Contract Schedule. If the full Contract Value is applied to an Annuity Option and the Guaranteed Minimum Surrender Value, as determined in accordance with the provisions shown on the Contract Schedule, is greater, the amount applied on the Annuity Date is equal to the Guaranteed Minimum Surrender Value, adjusted for any applicable Premium Tax and Annual Contract Maintenance Charge.
3. The minimum amount that may be applied under any Annuity Option, and the minimum Annuity Payment allowed, are shown on the Contract Schedule in the Annuity Guideline Parameters.
4. If an Annuity Option has not been elected before the Latest Permitted Annuity Date, the Company will make Annuity Payments under Annuity Option B, with ten (10) years of Annuity Payments guaranteed.

ANNUITY PAYMENTS. Annuity Payments will be payable monthly except as otherwise agreed to by the Contract Owner and the Company. The Annuity Option and frequency of Annuity Payments may not be changed by the Contract Owner after Annuity Payments begin. The payee of the Annuity Payments shall be the Contract Owner unless otherwise specified.

If the amount of the Annuity Payment will depend on the Age or sex of the Annuitant, the Company reserves the right to ask for satisfactory proof of the Annuitant's (and Joint Annuitant's, if any) Age and sex. The Company reserves the right to delay Annuity Payments until acceptable proof is received.

FIXED ANNUITY RATE GUARANTEE. The Company guarantees, as of the Contract Issue Date, that the ~~Annuity Purchase Rates~~ used to calculate the Annuity Payments shown in the Fixed Annuity Rate Tables included in this Contract will not be affected by variations in mortality experience.

ANNUITY OPTIONS. The Contract Owner may choose fixed Annuity Payments under any of the Annuity Options described in this section. The Company may consent to other Annuity Options in addition to those described.

The following Annuity Options are available:

Annuity Option A - Life Income

Annuity Payments will be made for the life of the Annuitant. Annuity Payments cease upon the death of the Annuitant.

Annuity Option B - Life Income with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If the Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining guaranteed Annuity Payments commuted and paid in a lump sum.

Annuity Option C - Joint and Last Survivor Annuity

Annuity Payments will be made for the life of the Annuitant and Joint Annuitant. If either the Annuitant or Joint Annuitant dies, Annuity Payments will continue to be paid in the same amount for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.

Annuity Option D - Joint and Last Survivor Annuity with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant and Joint Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If either Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid to the surviving Annuitant at the same frequency then in effect until at least the end of the Period Certain. If both Annuitants die before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining guaranteed Annuity Payments commuted and paid in a lump sum.

Annuity Option E - Joint and 2/3 Survivor Annuity

Annuity Payments will be made for the life of the Annuitant and Joint Annuitant. At the death of either Annuitant, Annuity Payments will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.

Annuity Option F - Joint and 2/3 Survivor Annuity with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant and Joint Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If either Annuitant dies before the end of the Period Certain elected, Annuity

Payments will continue to be paid to the surviving Annuitant at the same frequency and amount then in effect until the end of the Period Certain and then will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. If either Annuitant dies after the

end of the Period Certain elected, Annuity Payments will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. If both Annuitants die before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency and amount then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining Period Certain Annuity Payments commuted and paid in a lump sum.

Annuity Option G - Period Certain Annuity

Annuity Payments will be made for a guaranteed period (Period Certain). Annuity Payments cease at the end of the Period Certain elected which must be at least five (5) years and cannot be more than thirty (30) years. If the Annuitant dies before the end of the Period Certain, Annuity Payments will continue to be paid at the same frequency and amount then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining Period Certain Annuity Payments commuted and paid in a lump sum

~~ANNUITY RATES~~

~~FIXED ANNUITY RATES~~

~~Notes to Tables~~

~~Table 1—Annuity Options A and B~~

~~Table 2—Annuity Option C and D~~

~~Table 3—Annuity Option E and F~~

~~Table 4—Annuity Option G~~

~~Note 1: If the single premium immediate annuity rates offered by the Company and designated by the Company for this purpose on the Annuity Date are more favorable than the minimum guaranteed rates used to develop Tables 1, 2, 3, or 4, those rates will be used.~~

~~Note 2: The 1983 Table "a" mortality table, projected to the year 2040 with 100% of Projection Scale G for males and 80% of Projection Scale G for females, applies to all Annuity Options which include life contingent payments. Where applicable, unisex mortality rates and projection factors are based on a 30%/70% male/female weighting.~~

~~Note 3: The Annuity Option rates shown in Tables 1, 2, 3, and 4 are based on an effective annual interest rate of 2%.~~

~~Note 4: Rates will be determined based on the actual age(s) of any Annuitant(s) on the Annuity Date. The following tables show Annuity Option rates based on actual age.~~

~~Note 5: The purchase rate for any age or combination of ages not shown in the tables below will be calculated on the same basis as the payments for those shown and may be obtained by Written Request.~~

FIXED ANNUITY RATES TABLE 1—OPTIONS A and B MONTHLY PAYMENT PER \$1,000									
MALE					FEMALE				
Age	Life Only	Years Certain & Life			Life Only	Years Certain & Life			Age
		5	10	20		5	10	20	
50	3.20	3.19	3.19	3.14	3.01	3.01	3.00	2.98	50
51	3.25	3.25	3.24	3.19	3.05	3.05	3.05	3.03	51
52	3.31	3.31	3.30	3.24	3.10	3.10	3.10	3.07	52
53	3.37	3.37	3.36	3.30	3.16	3.16	3.15	3.12	53
54	3.44	3.43	3.42	3.35	3.21	3.21	3.20	3.17	54
-	-	-	-	-	-	-	-	-	-
55	3.51	3.50	3.49	3.41	3.27	3.27	3.26	3.22	55
56	3.58	3.57	3.55	3.47	3.33	3.33	3.32	3.28	56
57	3.65	3.65	3.63	3.53	3.40	3.39	3.38	3.33	57
58	3.73	3.73	3.70	3.59	3.46	3.46	3.45	3.39	58
59	3.82	3.81	3.78	3.65	3.54	3.53	3.52	3.45	59
-	-	-	-	-	-	-	-	-	-
60	3.91	3.90	3.87	3.71	3.61	3.61	3.59	3.51	60
61	4.00	3.99	3.96	3.78	3.69	3.69	3.67	3.58	61
62	4.10	4.09	4.05	3.85	3.78	3.77	3.75	3.65	62
63	4.21	4.20	4.15	3.91	3.87	3.86	3.84	3.71	63
64	4.32	4.31	4.25	3.98	3.96	3.96	3.93	3.79	64
-	-	-	-	-	-	-	-	-	-
65	4.44	4.43	4.36	4.05	4.06	4.06	4.03	3.86	65
66	4.57	4.55	4.48	4.12	4.17	4.16	4.13	3.93	66
67	4.71	4.69	4.60	4.19	4.29	4.28	4.23	4.00	67
68	4.86	4.83	4.72	4.26	4.41	4.40	4.35	4.08	68
69	5.01	4.97	4.85	4.33	4.54	4.53	4.47	4.16	69
-	-	-	-	-	-	-	-	-	-
70	5.17	5.13	4.98	4.39	4.68	4.66	4.59	4.23	70
71	5.35	5.29	5.12	4.46	4.83	4.81	4.73	4.30	71
72	5.53	5.47	5.27	4.52	5.00	4.97	4.87	4.38	72
73	5.72	5.65	5.42	4.58	5.17	5.14	5.02	4.45	73
74	5.93	5.84	5.57	4.63	5.36	5.32	5.17	4.51	74
-	-	-	-	-	-	-	-	-	-
75	6.14	6.04	5.73	4.68	5.56	5.51	5.33	4.57	75
76	6.38	6.26	5.90	4.73	5.78	5.71	5.50	4.63	76
77	6.63	6.48	6.06	4.77	6.01	5.93	5.68	4.69	77
78	6.89	6.72	6.24	4.82	6.25	6.16	5.86	4.74	78
79	7.18	6.98	6.41	4.85	6.52	6.40	6.04	4.78	79
-	-	-	-	-	-	-	-	-	-
80	7.48	7.24	6.59	4.88	6.80	6.66	6.23	4.82	80
81	7.80	7.52	6.77	4.91	7.11	6.94	6.43	4.86	81
82	8.15	7.82	6.95	4.94	7.44	7.23	6.62	4.89	82
83	8.52	8.13	7.13	4.96	7.79	7.54	6.81	4.92	83
84	8.91	8.45	7.30	4.98	8.18	7.87	7.01	4.95	84
85	9.34	8.79	7.47	4.99	8.59	8.22	7.19	4.97	85

FIXED ANNUITY RATES TABLE 2—OPTIONS C and D MONTHLY PAYMENT PER \$1,000											
MALE / FEMALE — JOINT AND LAST SURVIVOR ANNUITY											
MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.47	2.54	2.60	2.65	2.68	2.71	2.72	2.74	2.74	2.75	40
45	2.52	2.61	2.69	2.76	2.82	2.86	2.90	2.92	2.93	2.94	45
50	2.55	2.66	2.77	2.88	2.97	3.04	3.09	3.13	3.16	3.17	50
55	2.58	2.71	2.84	2.98	3.11	3.23	3.32	3.39	3.43	3.46	55
60	2.60	2.74	2.90	3.07	3.25	3.41	3.56	3.68	3.77	3.83	60
65	2.61	2.76	2.94	3.14	3.36	3.59	3.81	4.01	4.17	4.28	65
70	2.62	2.77	2.96	3.19	3.45	3.74	4.05	4.35	4.62	4.82	70
75	2.62	2.78	2.98	3.22	3.51	3.86	4.25	4.68	5.09	5.44	75
80	2.62	2.79	2.99	3.24	3.55	3.94	4.41	4.96	5.55	6.11	80
85	2.63	2.79	3.00	3.25	3.58	3.99	4.52	5.18	5.95	6.77	85
MALE / FEMALE — JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEARS CERTAIN											
MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.47	2.54	2.60	2.65	2.68	2.71	2.72	2.74	2.74	2.75	40
45	2.52	2.61	2.69	2.76	2.82	2.86	2.90	2.92	2.93	2.94	45
50	2.55	2.66	2.77	2.88	2.97	3.04	3.09	3.13	3.16	3.17	50
55	2.58	2.71	2.84	2.98	3.11	3.22	3.32	3.38	3.43	3.46	55
60	2.60	2.74	2.90	3.07	3.25	3.41	3.56	3.68	3.76	3.82	60
65	2.61	2.76	2.94	3.14	3.36	3.59	3.81	4.00	4.15	4.25	65
70	2.62	2.77	2.96	3.19	3.45	3.74	4.05	4.34	4.59	4.77	70
75	2.62	2.78	2.98	3.22	3.51	3.85	4.24	4.65	5.04	5.34	75
80	2.62	2.79	2.99	3.24	3.55	3.93	4.39	4.92	5.45	5.92	80
85	2.63	2.79	3.00	3.25	3.57	3.98	4.49	5.11	5.79	6.43	85

**FIXED ANNUITY RATES
TABLE 3—OPTIONS E and F
MONTHLY PAYMENT PER \$1,000**

~~MALE / FEMALE — JOINT AND 2/3 SURVIVOR ANNUITY~~

MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.61	2.69	2.78	2.87	2.96	3.07	3.18	3.30	3.43	3.56	40
45	2.69	2.78	2.88	2.98	3.09	3.21	3.34	3.48	3.63	3.77	45
50	2.77	2.87	2.98	3.10	3.24	3.38	3.53	3.69	3.86	4.03	50
55	2.85	2.96	3.09	3.24	3.40	3.57	3.75	3.95	4.15	4.35	55
60	2.94	3.07	3.21	3.38	3.57	3.77	4.00	4.24	4.49	4.73	60
65	3.03	3.18	3.34	3.53	3.75	4.00	4.28	4.59	4.90	5.22	65
70	3.14	3.29	3.48	3.69	3.95	4.25	4.59	4.98	5.39	5.80	70
75	3.24	3.41	3.61	3.85	4.14	4.49	4.91	5.39	5.93	6.48	75
80	3.35	3.53	3.75	4.01	4.34	4.74	5.23	5.83	6.51	7.25	80
85	3.46	3.65	3.88	4.17	4.52	4.97	5.54	6.25	7.11	8.08	85

~~MALE / FEMALE — JOINT AND 2/3 SURVIVOR ANNUITY WITH 10 YEARS CERTAIN~~

MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.61	2.69	2.77	2.86	2.96	3.06	3.16	3.27	3.38	3.46	40
45	2.69	2.78	2.87	2.98	3.09	3.20	3.32	3.45	3.57	3.66	45
50	2.76	2.86	2.98	3.10	3.23	3.37	3.51	3.65	3.79	3.90	50
55	2.84	2.96	3.09	3.23	3.38	3.55	3.72	3.90	4.06	4.20	55
60	2.93	3.06	3.20	3.37	3.55	3.75	3.96	4.18	4.38	4.55	60
65	3.02	3.16	3.32	3.51	3.73	3.97	4.23	4.50	4.76	4.97	65
70	3.11	3.26	3.44	3.65	3.90	4.19	4.51	4.85	5.18	5.46	70
75	3.20	3.36	3.56	3.79	4.07	4.40	4.78	5.20	5.62	5.99	75
80	3.28	3.46	3.66	3.91	4.21	4.58	5.02	5.53	6.05	6.53	80
85	3.35	3.53	3.75	4.01	4.33	4.74	5.23	5.80	6.42	7.00	85

FIXED ANNUITY RATES TABLE 4--OPTION G MONTHLY PAYMENT PER \$1000	
YEARS	MONTHLY INCOME
5	\$17.49
6	14.72
7	12.74
8	11.25
9	10.10
10	9.18
11	8.42
12	7.80
13	7.26
14	6.81
15	6.42
16	6.07
17	5.77
18	5.50
19	5.26
20	5.04
21	4.85
22	4.67
23	4.51
24	4.36
25	4.22
26	4.10
27	3.98
28	3.87
29	3.77
30	3.68

INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT

- **THIS CONTRACT IS NON-PARTICIPATING.**
- **ANNUITY PAYMENTS WILL BECOME PAYABLE ON THE ANNUITY DATE.**
- **THIS CONTRACT PROVIDES A DEATH BENEFIT.**
- **THIS CONTRACT PROVIDES WAIVER OF SURRENDER CHARGE BENEFITS.**

CONTRACT SCHEDULE

Contract Number: [] **Latest Permitted Annuity Date:** [04/8/01/2067]

Issue Date: [04/01/2014] **Contract Schedule Date:** [04/01/2014]

Eligibility Date for Waiver of Surrender Charge Under Nursing Home and Hospital Withdrawal Benefit Rider and Terminal Illness Withdrawal Benefit Rider: [04/01/2014]

Contract Owner: [John Doe]
Age and Sex: [35 Male]

Joint Contract Owner: [Jane Doe] [None]
Age and Sex: [35 Female]

Annuitant: [John Doe]
Age and Sex: [35 Male]

Joint Annuitant: [Jane Doe] [None]
Age and Sex: [35 Female]

Beneficiary: As designated by the Contract Owner at the Issue Date, or as otherwise changed or provided in accordance with this Contract.

Product Version: [MassMutual Stable VoyageSM]

Purchase Payment Received: [\$10,000.00]
Contract Value as of Contract Schedule Date: [\$10,000.00]

Guaranteed Interest Rate: [2.10%]
Guarantee Period: [Seven (7) years]
Guarantee Period Start Date: [04/01/2014]

Minimum Guaranteed Interest Rate: [0.50%]

GUARANTEED MINIMUM SURRENDER VALUE: The Guaranteed Minimum Surrender Value is equal to [eighty-seven and one half percent (87.5%)] of the Purchase Payment, minus any withdrawals made, both accumulated at the Guaranteed Minimum Surrender Value Factor, compounded annually, as determined under the Contract. For purposes of this calculation, any amount applied to a partial or full annuitization is treated as a withdrawal.

GUARANTEED MINIMUM SURRENDER VALUE FACTOR: The Guaranteed Minimum Surrender Value Factor is used to determine the Guaranteed Minimum Surrender Value. The Guaranteed Minimum Surrender Value Factor is [1.00 - 3.00%] [as of the Issue Date of this Contract and is applicable for the life of the Contract]. The Guaranteed Minimum Surrender Value Factor [is determined] based on the following Index methodology:

~~The Minimum Guaranteed Interest Rate will be [2.00%] for the Guarantee Period, and will be redetermined at the beginning of each subsequent Guarantee Period based on the following Index methodology:~~

1. For all Contracts ~~for which a subsequent Guarantee Period becomes effective~~ issued from January 1 through June 30, the average five-year Constant Maturity Treasury rate reported by the Federal

Reserve for the month of September of the preceding year, rounded up to the nearest one-quarter of a percent;

For all Contracts ~~for which a subsequent Guarantee Period becomes effective~~issued from July 1 through December 31, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of March of the same year, rounded up to the nearest one-quarter of a percent;

2. Reduced by 1.25%;
3. Where the resulting interest rate is not less than 1.00% nor more than 3.00%.

If the Treasury Constant Maturity Series becomes unavailable, the Company will adopt a comparable index. If a comparable index is not available, the Company will replicate calculation of the Treasury Constant Maturity Series index based on U.S. Treasury Security coupon rates.

In no event will the Guaranteed Minimum Surrender Value Factor be used in determining the interest credited to the Contract Value.

PURCHASE PAYMENT: The Purchase Payment received must be at least [\$10,000.00] for both qualified and non-qualified Contracts. This may consist of a monetary payment or a combination of a monetary payment and exchange/transfer paperwork for transferred assets. The amount shown as the Purchase Payment Received is as of the Contract Schedule Date shown on the first page of this Contract Schedule.

PURCHASE PAYMENT LIMITS: The maximum Purchase Payment allowed is [\$1,500,000.00]. Any Purchase Payment above this amount must be pre-approved by the Company.

GUARANTEED INTEREST RATES: The Purchase Payment received will be credited with interest daily at the effective annual Guaranteed Interest Rate until the end of the Guarantee Period. The Guaranteed Interest Rate, which is set by the Company for each Guarantee Period, will never be less than the Minimum Guaranteed Interest Rate for that Guarantee Period.

For each subsequent Guarantee Period, the Company will issue a new Contract Schedule with a revised Contract Schedule Date showing the new Guaranteed Interest Rate, Guarantee Period, and Guarantee Period Start Date. ~~and the new Minimum Guaranteed Interest Rate.~~

MINIMUM PARTIAL WITHDRAWAL AMOUNT: [\$250.00]

MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL: [\$7,500.00], provided that no Annuity Option is in effect at that time. The Company will terminate this Contract and return the Contract Value if, after a partial withdrawal, the minimum Contract Value requirements are not met.

CURRENT NUMBER OF PARTIAL WITHDRAWALS PERMITTED: [Thirteen (13)] per Contract Year.

ANNUAL CONTRACT MAINTENANCE CHARGE: Currently, an Annual Contract Maintenance Charge [is not assessed under this Contract]. The maximum Annual Contract Maintenance Charge that may be assessed is \$50.00.

ADDITIONAL STATUS REPORT CHARGE: The maximum Additional Status Report Charge that may be assessed is \$25.00 for each additional status report requested.

SURRENDER CHARGE: A Surrender Charge may be assessed against the amount of the Contract Value withdrawn [or applied to Annuity Option G if the Period Certain is less than ten (10) years] in excess of any Free Withdrawal Amounts. The charge, which is calculated at the time of each withdrawal or annuitization, is based on the applicable Surrender Charge Schedule.

A Surrender Charge does not apply for any withdrawals or annuitizations made during a Window Period or one (1) year Guarantee Period. The initial Surrender Period applies to the Guarantee Period elected at Contract Issue. The subsequent Surrender Period applies upon renewal into a subsequent Guarantee Period longer than one (1) year. The Surrender Charge Schedule, as shown on the next page, will always equal the length of the Guarantee Period.

Initial Surrender and Guarantee Period	Surrender Charge by Contract Year								
	1	2	3	4	5	6	7	8	9
[5-Year	7%	7%	7%	6%	5%				
7-Year	7%	7%	7%	6%	5%	4%	3%		
9-Year	7%	7%	7%	6%	5%	4%	3%	2%	1%]

Subsequent Surrender and Guarantee Period	Surrender Charge by Contract Year								
	1	2	3	4	5	6	7	8	9
[1-Year	0%								
5-Year	6%	6%	6%	5%	4%				
7-Year	6%	6%	6%	5%	4%	3%	2%		
9-Year	6%	6%	6%	5%	4%	3%	2%	1%	1%]

Example: If a seven (7) year initial Guarantee Period is in effect, the Surrender Charge and Guarantee Period would terminate at the end of that seven-year initial Surrender Period. If a subsequent Guarantee Period of five (5) years is elected, the Surrender Charge and Guarantee Period would terminate at the end of that five-year subsequent Surrender Period.

FREE WITHDRAWAL AMOUNTS: Free Withdrawal Amounts are permitted during each Contract Year without the application of a Surrender Charge.

During the first Contract Year, the Contract Owner may withdraw as Free Withdrawal Amounts the Required Minimum Distribution (RMD) calculated under this Contract or up to a total of ten percent (10%) of the Contract Value, determined as of the date a Written Request for such withdrawal is received at our Service Center, whichever is greater.

During each subsequent Contract Year, the Contract Owner may withdraw as Free Withdrawal Amounts the RMD calculated under this Contract or up to a total of ten percent (10%) of the Contract Value, as determined at the end of the last business day of the previous Contract Year, whichever is greater.

To qualify as Free Withdrawal Amounts, RMDs under this Contract are subject to the following conditions:

- The RMD amount must be calculated using only the assets held under this Contract;
- The RMD must be for the current calendar year; and
- In any one Contract Year, RMD withdrawals for only a single calendar year can be taken.

Any unused Free Withdrawal Amounts during any particular Contract Year may not be carried over to the succeeding Contract Year.

Free Withdrawal Amounts, with the exception of RMDs under this Contract, are subject to the Minimum Contract Value After Partial Withdrawal requirements as shown in this Contract Schedule.

ANNUITY GUIDELINE PARAMETERS:

1. The Contract Owner can elect to annuitize earlier than the Latest Permitted Annuity Date shown on this Contract Schedule; however any partial or total annuitization cannot be earlier than [five (5) years] after the Issue Date.
2. The Latest Permitted Annuity Date shown on this Contract Schedule is the later of:
 - (a) ten (10) years after the Issue Date; or
 - (b) the ninetieth (90th) birthday of either the Annuitant, the Joint Annuitant, the Contract Owner, or the Joint Contract Owner, whichever occurs first.
3. If the amount to be applied under an Annuity Option is less than [\$10,000], the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual, or annual Annuity Payments or to provide an equivalent cash lump sum. The Company reserves the right to limit the number of partial annuitizations to a maximum of one (1) per Contract Year.

FIXED ANNUITY RATES:

The assumptions for determining the Fixed Annuity rates are:

1. The [2012 Individual Annuity Mortality (IAM)] mortality table, [projected to the year 2052 with 100% of Projection Scale G2 for both males and females], applies to all Annuity Options which include life contingent payments. Where applicable, unisex mortality rates and projection factors are based on a [30%/70%] male/female weighting. [A five-year age setback will be applied in all instances.]
2. The Annuity Option rates are based on an effective annual interest rate of [0.10%].

If the single premium immediate annuity rates offered by the Company and designated by the Company for this purpose on the Annuity Date are more favorable than the minimum guaranteed annuity payout rates for this Contract, those rates will be used.

RIDERS:

[Nursing Home and Hospital Withdrawal Benefit Rider]
[Terminal Illness Withdrawal Benefit Rider]
[Individual Retirement Annuity Rider]
[Roth Individual Retirement Annuity Rider]
[Qualified Plan Rider]
[Unisex Annuity Rates Rider]

SERVICE CENTER:

Massachusetts Mutual Life Insurance Company
[Service Center
P.O. Box 9067
Springfield, MA 01102-9067]
Telephone: [1-800-272-2216]